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Australian Institute of Criminology

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For Official Use Only

FUNDING AGREEMENT

**FUNDING AGREEMENT IN RELATION TO DETAILS OF RESEARCH ACTIVITY
CRG 00/00-00 (NAMES OF APPLICANTS)**

The Commonwealth of Australia represented by the Australian Institute of
Criminology
ABN 63 257 175 248

Name of University / Organisation
ABN

For Official Use Only**CONTENTS**

1.	Interpretation	1
1.1.	Definitions	1
1.2.	Interpretation	6
1.3.	Guidance on construction of Agreement	7
1.4.	Duration of Term	7
1.5.	Debt and Interest	7
2.	Project	8
2.1.	Conduct of Project	8
2.2.	Liaison and monitoring	8
2.3.	Subcontractors	8
2.4.	Specified Personnel	9
2.5.	Review	10
3.	Payment	10
3.1.	Making of payment	10
4.	Management of Funding	10
4.1.	Use of Funding	10
4.2.	Keeping of Funding	10
4.3.	Financial Records	11
4.4.	Use as security	11
4.5.	Refunds	11
4.6.	Budget	12
4.7.	Budget flexibility	12
4.8.	No additional Funding	12
4.9.	Other funding	12
5.	Taxes, duties and government charges	13
6.	Recipient Contributions and Other Contributions (^optional^)	13
6.1.	Recipient Contributions	13
6.2.	Other Contributions	13
7.	Assets	14
7.1.	Acquisition of Asset	14
7.2.	Ownership of Asset	14
7.3.	Terms applicable to Asset	14
7.4.	Use of Asset	15
7.5.	Recipient's responsibilities for Asset	15
7.6.	Loss, damage, etc of Asset	15
7.7.	Dealing with Asset	15
7.8.	Failure to make payment	16

For Official Use Only

8.	Records	16
8.1.	Keeping Records	16
9.	Reporting	16
9.1.	Progress Reports	16
9.2.	Annual Reports and Final Report	17
9.3.	Use of Approved Auditor and Qualified Accountant	17
10.	Commonwealth Material	18
10.1.	Ownership	18
10.2.	Possession of Commonwealth Material	18
10.3.	Maintain Commonwealth Material	18
11.	Intellectual property	18
11.1.	Rights in Project Material	18
11.2.	Licence of Project Material	18
11.3.	Licence of Existing Material	19
11.4.	Dealing with Intellectual Property Rights	19
11.5.	Consent to Specified Acts	19
12.	Confidential Information	20
12.1.	Confidential Information not to be Disclosed	20
12.2.	Written Undertakings	20
12.3.	Exceptions to Obligations	20
12.4.	Period of Confidentiality	20
12.5.	No reduction in Privacy Obligations	21
13.	Privacy	21
13.1.	Interpretation and application of clause	21
13.2.	Obligations of Recipient in relation to privacy	21
14.	Acknowledgement and publicity	21
14.1.	Acknowledgement of support	21
14.2.	Right to publicise Funding	22
14.3.	Copies of publications	22
15.	Indemnity	22
15.1.	General indemnity	22
15.2.	Reduction of scope	22
15.3.	Preservation of other rights	23
15.4.	Meaning of 'fault'	23
16.	Dispute resolution	23
16.1.	Procedure for dispute resolution	23
16.2.	Costs	23
16.3.	Application of clause	23

For Official Use Only

16.4.	Performance of obligations	24
17.	Termination or reduction in scope of Agreement	24
17.1.	Termination for convenience	24
17.2.	Termination for fault	25
17.3.	Preservation of other rights	26
18.	Superannuation	26
19.	Delay	26
19.1.	Obligation to minimise	26
19.2.	Notification of delay	26
19.3.	Action of delay	27
19.4.	Compliance with timeframe	27
20.	Notices	27
20.1.	Format, addressing and delivery	27
20.2.	When effective	28
21.	General Provisions	28
21.1.	Audit and Access	28
21.2.	Insurance	28
21.3.	Conflict of interest	29
21.4.	Relationship of parties	29
21.5.	Waiver	29
21.6.	Variation of Agreement	30
21.7.	Assignment	30
21.8.	Survival	30
21.9.	Compliance with Legislation and Policies	30
21.10.	Applicable law and jurisdiction	30
	Schedule 1 Particulars	31

For Official Use Only

A. PROGRAM AND PROJECT	31
B. FUNDING AND PAYMENT	31
C. BUDGET (^OPTIONAL^)	32
D. RECIPIENT CONTRIBUTIONS AND OTHER CONTRIBUTIONS (^OPTIONAL^)	32
E. REPORTING	32
F. ASSETS	35
G. INSURANCE	35
H. SUBCONTRACTING	35
I. ACKNOWLEDGEMENT AND PUBLICITY	36
J. SPECIFIED PERSONNEL	36
K. COMPLIANCE WITH POLICIES	36
L. NOTICE	36
M. LIAISON OFFICER	37

FUNDING AGREEMENT

FUNDING AGREEMENT IN RELATION TO DETAILS OF RESEARCH ACTIVITY CRG 00/00-00 (NAMES OF APPLICANTS)(PROJECT TITLE)

Parties

This Funding Agreement is made between and binds the following parties:

1. **The Commonwealth of Australia represented by the Australian Institute of Criminology (AIC) ABN 63 257 175 248**
2. **Name of University / Organisation ABN**
(the Recipient)

Context

- A. The AIC controls and administers the Criminology Research Grants Program and are authorised to expend monies from the Criminology Research Special Account for the purposes of supporting criminological research.
- B. The AIC accepts that the Recipient is an eligible body for the purposes of receiving funds from the Criminology Research Special Account, and that the AIC may grant Funding to enable the Recipient to conduct the Project, being ^Title of Research^.
- C. The AIC is required by law to ensure accountability for public money, and to be accountable for all Funds provided by the AIC.
- D. The Recipient agrees to accept the Funding for the purposes, and subject to the terms and conditions, set out in this Agreement.

Operative provisions

In consideration of the mutual promises contained in this Agreement, the parties to this Funding Agreement agree as follows:

1. Interpretation

1.1. Definitions

1.1.1. In this Agreement, unless the context indicates otherwise:

- | | |
|------------------|---|
| AIC | The Australian Institute of Criminology as representative of the Commonwealth of Australia; |
| Agreement | means this document and includes any Schedules and Annexures; |
| Annexure | means any annexure to Schedule 1; |

Approved Auditor	means a person who is registered as a company auditor under the <i>Corporations Act 2001</i> (Cth) or an appropriately qualified member of the Institute of Chartered Accountants in Australia or of CPA Australia, who may be a principal, member, shareholder, officer, agent, subcontractor, employee or related entity of the Recipient (the terms 'related entity' and 'related body corporate' have the same meaning as in section 9 of the <i>Corporations Act 2001</i> (Cth));
Asset	means any item or items of property, purchased, leased, hired, financed, created or otherwise brought into existence either wholly or in part with use of the Funding, which has a total value of over \$1,000 exclusive of GST, but excludes any Intellectual Property Rights;
Auditor-General	means the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other entity that may, from time to time, perform the functions of that office;
Australian Accounting Standards	refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth);
Australian Auditing Standards	refers to the standards made by the Auditing and Assurance Standards Board created by section 227A of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth);
Budget	refers to a budget for expenditure of the Funding, the Recipient Contributions and Other Contributions for the purposes of conducting the Project or performing obligations under this Agreement, as stipulated in Item C [Budget (^optional^)];
Business Day	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;
Commonwealth Material	means any Material: <ul style="list-style-type: none"> a. provided by the AIC to the Recipient for the purposes of this Agreement; or b. derived at any time from the Material referred to in paragraph a; and does not include Project Material;

Completion Date	means the day specified in Item A.2;
Confidential Information	means: <ul style="list-style-type: none"> a. the information determined by the AIC as confidential; and b. information that the parties agree in writing after the Date of this Agreement is confidential information for the purposes of this Agreement;
Criminology Research Special Account	means the Criminology Research Special Account established under section 46 of the <i>Criminology Research Act 1971 (Cth)</i> ;
Date of this Agreement	means the date written on the execution page of this Agreement, or if no date or more than one date is written there, then the date on which the Agreement is signed by the last party to do so;
Existing Material	means all Material in existence prior to the Date of this Agreement: <ul style="list-style-type: none"> a. incorporated in; b. supplied with, or as part of; or c. required to be supplied with, or as part of, the Project Material;
Financial Year	means each period from 1 July to the following 30 June occurring during the Project Period, or any part of such a period occurring at the beginning or end of the Project Period;
Funding	means the amount or amounts (in cash or kind) payable by the AIC under this Agreement as specified in Item B [Funding and Payment], and includes Project Generated Income;
GST	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
Guidelines	refers to the guidelines for the Program, if any, as described in Item A [Program and];
Intellectual Property Rights	includes: <ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and c. all other rights resulting from intellectual activity

in the industrial, scientific, literary or artistic fields;

but does not include:

- d. Moral Rights;
- e. the rights of performers; or
- f. rights in relation to Confidential Information;

Interest	means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth), on a daily compounding basis;
Liaison Officer	means the person for the time being holding, occupying or performing the duties of the AIC specified in Item M or any other person specified by the Director in writing and notified to the Recipient;
Material	means any thing in relation to which Intellectual Property Rights arise;
Milestone	means a stage of completion of the Project as set out in Item A [Program and];
Moral Rights	includes the following rights of an author of copyright Material: <ul style="list-style-type: none">a. the right of attribution of authorship;b. the right of integrity of authorship; andc. the right not to have authorship falsely attributed;
Objectives	means the Program's objectives described in Item A [Program and Project];
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences);
Other Contributions	means in kind resources or financial contribution other than the Funding or the Recipient Contributions, which are specified in Item D.2 [Other Contributions] and are used by the Recipient to perform the Project;
Personnel	means a party's officers, employees, agents, contractor staff or professional advisers engaged in, or in relation to, the performance or management of

	this Agreement;
Privacy Act	refers to the <i>Privacy Act 1998</i> (Cth);
Program	means the part of the AIC's operations specified in Item A [Program and Project] under which the AIC is able to provide the Funding to the Recipient;
Project	means the Project described in Item A [Program and Project], which aims to fulfil one or more of the Objectives of the Program, and includes the provision of Project Material;
Project Material	means any Material: <ul style="list-style-type: none"> a. created for the purpose of this Agreement; b. provided or required to be provided to the AIC under the Agreement; or c. derived at any time from the Material referred to in paragraphs a or b.;
Project Period	means the period specified in Item A [Program and Project] during which the Project must be completed;
Qualified Accountant	means a person who is a member of the Institute of Chartered Accountants in Australia or of CPA Australia;
Recipient	includes officers, employees, agents, volunteers and subcontractors, and successors of the Recipient;
Recipient Contributions	means the in kind resources or financial contribution, other than the Funding or Other Contributions, which are specified in Item D.1 [Recipient Contributions] and are used by the Recipient to perform the Project;
Records	includes documents, information and data stored by any means and all copies and extracts of the same;
Report	means Project Material that is provided to the AIC for reporting purposes as stipulated in Item E [Reporting];
Schedule	refers to the schedule to this Agreement and may include Annexures and incorporate other documents by reference;
Specified Acts	means any of the following classes or types of acts or omissions by or on behalf of the AIC: <ul style="list-style-type: none"> a. using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship; b. supplementing the Project Material with any

other Material; or

- c. using the Project Material in a different context to that originally envisaged,

but does not include false attribution of authorship;

Specified Personnel means the Recipient's Personnel specified in Item J [Specified Personnel] as Personnel required to undertake all or any part of the Project;

Term refers to the period described in clause 1.4;

Third Party Interest means any legal or equitable right, interest, power or remedy in favour of any person other than the AIC or the Recipient in connection with the Agreement, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

1.2. Interpretation

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

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the Schedule and any attachments form part of the Agreement;
- j. if any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails;

- l. a reference to the Schedule (or an attachment), is a reference to the Schedule (or an attachment) to the Agreement, including as amended or replaced from time to time by agreement in writing between the parties; and
- m. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of Agreement

- 1.3.1. This Agreement records the entire agreement between the parties in relation to its subject matter.
- 1.3.2. As far as possible all provisions of this Agreement will be construed so as not to be void or otherwise unenforceable.
- 1.3.3. If anything in this Agreement is void or otherwise unenforceable then it will be severed and the rest of the Agreement remains in force.
- 1.3.4. A provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Duration of Term

- 1.4.1. The Term of this Agreement commences on the Date of the Agreement and, unless terminated earlier or extended, it expires on the Completion Date.

1.5. Debt and Interest

- 1.5.1. The Recipient agrees to pay any amount owed or payable to the AIC or which the AIC is entitled to recover from the Recipient, under this Agreement, including any Interest, without prejudice to any other rights available to the AIC under the Agreement, under statute, at law or in equity, at the discretion of the AIC, as a debt due to the AIC by the Recipient without further proof of the debt by the AIC being necessary.
- 1.5.2. If the AIC notifies the Recipient that an amount is to be refunded or repaid to the AIC and the amount is not refunded or repaid within 20 Business Days, or as otherwise notified by the AIC, the Recipient agrees to pay Interest, unless the AIC notifies the Recipient otherwise, on the amount outstanding after the expiry of the date it was due, until the amount is paid in full.
- 1.5.3. In respect to any obligation the Recipient may have under this Agreement to pay the AIC any Interest, the Recipient agrees that the Interest represents a reasonable pre-estimate of the loss incurred by the AIC.

2. Project

2.1. Conduct of Project

2.1.1. The Recipient must carry out the Project:

- a. to achieve the Objectives;
- b. within the Project Period;
- c. in accordance with this Agreement; and
- d. diligently, effectively and to a high professional standard.

2.1.2. Where the AIC is satisfied that the Recipient does not have the capacity to adequately:

- a. manage the Funding; or
- b. undertake the Project in accordance with this Agreement,

the AIC may by written notice immediately:

- c. suspend, reduce or cease the release of Funding to the Recipient; and/or
- d. require the Recipient to refund some or all of the Funding to the AIC.

2.2. Liaison and monitoring

2.2.1. The Recipient agrees to:

- a. liaise with and provide information to the AIC as reasonably notified by the AIC; and
- b. comply with all of the AIC's reasonable requests, directions, or monitoring requirements.

2.2.2. Each of the parties may nominate, from time to time, a person who has authority to receive and sign notices and written communications for each of them under this Agreement and accept any request or direction in relation to the Project.

2.3. Subcontractors

2.3.1. The Recipient agrees not to subcontract the performance of any obligations under this Agreement without the AIC's prior written approval. In giving written approval, the AIC may do so on such terms and conditions as the AIC thinks fit. Any subcontractors approved by the AIC at the Date of this Agreement, and any terms and conditions relating to their use, are identified in the Item H [Subcontracting]. If the Recipient proposes to replace an approved subcontractor, the Recipient must also obtain the AIC's approval for the proposed change under this clause 2.3.

- 2.3.2. The Recipient is fully responsible for the suitability and performance of the Recipient's obligations under this Agreement regardless of whether the Recipient has subcontracted any of its obligations.
- 2.3.3. The Recipient agrees, in any subcontract placed with a subcontractor, to reserve a right of termination to take account of the AIC's rights of termination under clause 17 [Termination or reduction in scope of Agreement], and the Recipient agrees, where appropriate, to make use of that right in the event of a termination or revocation by the AIC.
- 2.3.4. The AIC may revoke its approval by notice on any reasonable ground.
- 2.3.5. Upon receipt of a notice from the AIC revoking approval of a subcontractor, the Recipient must, as soon as practicable (or as directed in the notice), cease using that subcontractor to perform any of the obligations under this Agreement, unless the AIC directs that the subcontractor be replaced immediately, in which case the Recipient must comply with the direction.
- 2.3.6. If the AIC revokes its approval of a subcontractor, the Recipient remains liable under this Agreement for the past acts or omissions of its subcontractors as if they were current subcontractors.
- 2.3.7. The Recipient must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace AIC as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).
- 2.4. Specified Personnel**
- 2.4.1. The Recipient agrees that the Specified Personnel will perform work in relation to the Project in accordance with this Agreement.
- 2.4.2. If Specified Personnel are unable to perform the work as required under this clause 2.4, the Recipient agrees to notify the AIC immediately.
- 2.4.3. The Recipient agrees, at the request of the AIC acting in its absolute discretion, to remove Personnel (including Specified Personnel) from work in relation to the Project.
- 2.4.4. If clause 2.4.2 or clause 2.4.3 applies, the Recipient will provide replacement Personnel acceptable to the AIC at no additional cost and at the earliest opportunity.
- 2.4.5. If the Recipient is unable to provide acceptable replacement Personnel the AIC may terminate this Agreement in accordance with the provisions of clause 17.2 [Termination for fault].

2.5. Review

2.5.1. The Recipient agrees to:

- a. provide all reasonable assistance required by the AIC;
- b. respond to all of the AIC's reasonable requests; and
- c. provide any information the AIC reasonably requires,

3. Payment

3.1. Making of payment

3.1.1. Subject to sufficient funds being available for the Program, and compliance by the Recipient with this Agreement, the AIC agrees to provide the Recipient with the Funding at the times and in the manner specified in Item B [Funding and Payment].

3.1.2. Without limiting the AIC's rights, the AIC may suspend any payment in whole or in part until the Recipient has performed its obligations under this Agreement.

4. Management of Funding

4.1. Use of Funding

4.1.1. The Recipient agrees to spend the Funding only for the Project in accordance with this Agreement. The Recipient acknowledges that the Funding is held on trust for the AIC and agrees that the Funding will be spent by the Recipient only for the Project in accordance with this Agreement. Subject to this clause, the AIC does not have an exclusive and ongoing beneficial interest in the Funding.

4.1.2. The Recipient agrees to do all things necessary to ensure that all payments from the Funding that the Recipient makes to third parties (including subcontractors) are correctly made and properly authorised and that the Recipient maintains proper and diligent control over the incurring of all liabilities.

4.2. Keeping of Funding

4.2.1. The Recipient agrees to:

- a. ensure that the Funding is held in an account in the Recipient's name and which the Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959 (Cth)* to carry on banking business in Australia;
- b. unless the Recipient is a sole director company or an individual, ensure that as a minimum, two signatories, who have the Recipient's authority to do so, are required to operate the account; and

- c. identify the receipt and expenditure of the Funding separately within the Recipient's accounts and Records so that at all times the Funding is identifiable.

4.3. Financial Records

- 4.3.1. The Recipient agrees to keep financial accounts and Records relating to the Project so as to enable:
 - a. all receipts and payments related to the Project to be identified and reported in accordance with this Agreement;
 - b. unless otherwise notified by the AIC, the preparation of financial statements in accordance with Australian Accounting Standards including:
 - i. an income and expenditure statement for the Financial Year to date compared with the Budget; and
 - ii. a register of the Assets created, acquired, written-off or Disposed of during the Financial Year to date compared with the Budget;
 - c. the audit of those accounts and Records in accordance with Australian Auditing Standards.

4.4. Use as security

- 4.4.1. Except with the prior written approval of the AIC, the Recipient agrees not to use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of, any litigation:
 - a. the Funding;
 - b. this Agreement or any of the AIC's obligations under the Agreement; or
 - c. any Assets or Intellectual Property Rights in Project Material.

4.5. Refunds

- 4.5.1. If, at any time during the Term or as at the Completion Date or earlier termination of this Agreement the AIC determines that:
 - a. there remains an amount of Funding in the account referred to in clause 4.2.1.a that has not been spent or legally committed for expenditure in accordance with the Agreement; or
 - b. Funding has not been spent in accordance with the Agreement,

then at the discretion of the AIC the Recipient agrees to refund this amount to the AIC. This amount must be refunded within 20 Business Days of a notice from the AIC, dealt with as notified by the AIC, or the AIC may reduce further payments of Funding to the Recipient by up to this amount.

- 4.5.2. If at the completion of the Project Period the Recipient has remaining Funding (which does not include any Funding legally committed for expenditure in accordance with this Agreement and which fall for payment thereafter) and wishes to retain that Funding, the Recipient agrees to seek the AIC's written consent to retain the Funding and use it for purposes agreed by the AIC.
- 4.5.3. If the AIC does not agree to the Recipient retaining the Funding under clause 4.5.2, the Recipient agrees to return the Funding to the AIC within 20 Business Days of the AIC's notice that the Recipient is to return the Funding.
- 4.6. Budget**
- 4.6.1. The Recipient agrees to only spend the Funding in accordance with the Budget.
- 4.7. Budget flexibility**
- 4.7.1. The Recipient agrees to obtain prior written approval from the AIC for any variation of Funding between categories of expenditure items within the Budget.
- 4.8. No additional Funding**
- 4.8.1. The AIC is not responsible for the provision of additional money to meet any expenditure in excess of the Funding.
- 4.9. Other funding**
- 4.9.1. Unless otherwise agreed by the AIC in writing, no Funding will be paid for the conduct of a Project where the Recipient receives funding for the same or a similar Project from the AIC or another Commonwealth, State, Territory or local government.
- 4.9.2. The Recipient agrees to inform the AIC in writing within 20 Business Days of entering into any arrangement (whether contractual or statutory) under which the Recipient is entitled to receive funding from the Commonwealth or a State, Territory or local government in respect of the Project. A breach of that funding arrangement, may be treated by the AIC as a breach of this Agreement.
- 4.9.3. Any payments under this Agreement may be suspended by the AIC:
- a. if the Recipient has amounts to be repaid or unacquitted moneys under any arrangement (whether contractual or statutory) with the AIC; or
 - b. if a Report provided by the Recipient is not accurate or complete or indicates that the Recipient currently has unspent Funding.
- 4.9.4. Notwithstanding such suspension of any payments, the Recipient agrees to continue to perform any obligations under this Agreement, unless the AIC agrees otherwise in writing.

5. Taxes, duties and government charges

- 5.1.1. Unless otherwise indicated, the Recipient agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 5.1.2. Unless otherwise indicated, any consideration for a supply made under this Agreement is exclusive of any GST imposed on the supply.
- 5.1.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 5.1.4. No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

6. Recipient Contributions and Other Contributions (^optional^)

6.1. Recipient Contributions

- 6.1.1. The Recipient agrees to provide the Recipient Contributions for the Project. The Recipient Contributions must not include any amount that has been provided to the Recipient by a Commonwealth, State, Territory or local government.
- 6.1.2. If the Recipient does not provide the Recipient Contributions or provide them in time to enable completion of the Project, then the AIC may:
- a. suspend payment of the Funding or an instalment of the Funding (as the case may be) until the Recipient Contributions are provided; or
 - b. terminate this Agreement in accordance with clause 17.2 [Termination for fault].

6.2. Other Contributions

- 6.2.1. Unless otherwise specified in Item D [Recipient Contributions and Other Contributions (^optional^)], it is a condition precedent to the payment of Funding under this Agreement that:
- a. the Recipient agrees to provide the AIC with satisfactory written evidence that the persons identified in Item D.2 will provide the Other Contributions, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions; and
 - b. the basis on which these Other Contributions are to be provided is satisfactory to the AIC.

- 6.2.2. The Recipient agrees that the written evidence required by clause 6.2.1.a. will be provided to the AIC within 20 Business Days of the Date of this Agreement, failing which the AIC may terminate this Agreement in accordance with clause 17.2 [Termination for fault].
- 6.2.3. If the Recipient is not able to obtain Other Contributions or obtain them in time to enable completion of the Project, then the AIC may:
- a. suspend payment of the Funding or an instalment of the Funding until the Other Contributions are received; or
 - b. terminate this Agreement in accordance with clause 17.2 [Termination for fault].
- 6.2.4. The Recipient agrees to notify the AIC within 10 Business Days of entering into any arrangement under which the Recipient is entitled to receive any additional monetary or in-kind contributions in respect of the Project that are not identified as Other Contributions in Item D.2 [Other Contributions]. Any such additional contribution that the Recipient becomes entitled to receive after the Date of this Agreement constitutes Other Contributions for the purposes of the Agreement (and Schedule 1 is deemed to be varied accordingly) on the date on which the Recipient notifies the AIC of that contribution under this clause 6.2.4.

7. Assets

7.1. Acquisition of Asset

- 7.1.1. The Recipient agrees not to use the Funding to acquire or create any Asset, apart from those detailed in the Item F [Assets], without obtaining the AIC's prior written approval. Approval may be given subject to any conditions the AIC may impose.

7.2. Ownership of Asset

- 7.2.1. Unless it is specified in Item F [Assets] that the AIC or a third party own the Asset or the AIC provides written consent to a third party owning the Asset, then the Recipient must ensure that it owns any Asset acquired with the Funding (subject to any conditions imposed by the AIC).

7.3. Terms applicable to Asset

- 7.3.1. If the AIC owns the Asset, clauses 7.7.2 and 7.8 do not apply.
- 7.3.2. If the Asset is owned by a third party then the Recipient agrees to ensure that the terms of the lease, hire or finance arrangement are consistent with this clause 7 [Assets], except for clauses 7.6, 7.7 and 7.8.

7.4. Use of Asset

7.4.1. During the Project Period the Recipient agrees to use any Asset in accordance with this Agreement and for the purposes of the Project.

7.5. Recipient's responsibilities for Asset

7.5.1. Throughout the Term, the Recipient agrees to:

- a. not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 7 [Assets], without the AIC's prior written approval which may be given subject to conditions including repayment of the cost if the Asset to the AIC;
- b. keep safe and maintain all Assets in good working order; and
- c. provide any information regarding the Assets to the AIC, as and when requested by the AIC,

7.6. Loss, damage, etc of Asset

7.6.1. If any of the Assets are lost, damaged or destroyed, the Recipient agrees to promptly reinstate the Assets including from the proceeds of the insurance, and this clause 7 [Assets] continues to apply to the reinstated Assets. The proportion of any surplus from the proceeds of the insurance, which reflects the proportion of the cost of the Asset that was funded from the Funding, must be notified to the AIC and accounted for and used for the Project.

7.7. Dealing with Asset

7.7.1. On expiry of the Project Period or earlier termination of the Term, the AIC may require the Recipient to deal with an Asset as the AIC may, at the sole discretion of the AIC, notify the Recipient.

7.7.2. Subject to clause 7.7.1, if on expiry of the Agreement or the earlier termination of this Agreement, the AIC may, by written notice, require the Recipient to:

- a. pay to the AIC within 20 Business Days of the expiry of the Project Period or earlier termination of the Agreement, an amount equal to the proportion of the undepreciated value of the Asset that is equivalent to the proportion of the cost of the Asset that was funded from the Funding;
- b. sell the Asset for the best price reasonably obtainable and pay to the AIC within 20 Business Days of the sale the proportion of the proceeds of the sale that is equivalent to the proportion of the cost of the Asset (less an amount equal to the reasonable disposal costs incurred by the Recipient) that was funded from the Funding;
- c. continue to use the Asset for the purposes, and in accordance with any conditions, notified by the AIC; or

- d. return the Asset to the AIC.

7.8. Failure to make payment

- 7.8.1. Amounts payable to the AIC under clause 7.7.2 form part of the Funding and are recoverable as such.

8. Records

8.1. Keeping Records

- 8.1.1. The Recipient must create and maintain full and accurate accounts and records of the conduct of the Project including, without limitation, all:
 - a. progress against the Milestones;
 - b. receipt and use of Funding;
 - c. Other Contributions (if any);
 - d. Recipient Contributions (if any);
 - e. creation, acquisition and Disposal of Assets; and
 - f. creation of Intellectual Property Rights in Project Material.

9. Reporting

9.1. Progress Reports

- 9.1.1. The Recipient agrees to provide to the AIC periodic written Reports of the Recipient's progress in undertaking the Project in the manner specified in Item E [Reporting], which include (but are not limited to):
 - a. financial information (prepared by a Qualified Accountant who, if notified by the AIC, must also be a person acceptable to the AIC) including the following supporting documentation:
 - i. an income and expenditure statement for the Financial Year to date compared with the Budget, including a statement on the amount and use of all Project Generated Income;
 - ii. a schedule of the Assets created, acquired written-off or disposed of during the Financial Year to date compared with the Budget; and
 - iii. a list, and amounts, of debtors and creditors (if the financial statements are prepared on a cash basis) or the amount of accruals and pre-payments (if the financial statements are prepared on an accrual basis).
 - b. Project performance information including:
 - i. a description of actual performance against the Objectives;

- ii. a detailed description including evidence of completion of any Milestones;
 - iii. whether the Project has been completed; and
 - iv. whether the Objectives of the Project have been achieved.
- c. a statement of the balance of the Recipient's account referred to in clause 4.2.1.a;
 - d. a statement of how much money the Recipient needs to meet current liabilities under legal commitments entered into by the Recipient pursuant to this Agreement; and
 - e. copies of decisions and orders of any court or tribunal made against the Recipient or involving the Recipient relating to the Project.

9.2. Annual Reports and Final Report

9.2.1. Within 60 Business Days after:

- a. the completion of each Financial Year in which a payment of Funding is made or used by the Recipient, or the Recipient contributes Recipient Contributions or receives any Other Contributions, except the Financial Year in which subparagraph b applies; and
- b. the expiry of the Project Period, completion of the Project or the termination or expiry of this Agreement, whichever is the earlier,

the Recipient agrees to provide to the AIC any requirements specified in Item E, financial statements prepared by a Qualified Accountant in respect of the Funding, Recipient Contributions and the Other Contributions and, if required by the AIC:

- c. audited financial statements prepared in accordance with Australian Accounting Standards in respect of the Funding, Recipient Contributions and the Other Contributions (if any) (separately and in the context of the Recipient's overall financial position), which must include a definitive statement as to whether the financial information for the Project represents the financial transactions fairly and is based on proper accounts and Records;

9.3. Use of Approved Auditor and Qualified Accountant

9.3.1. The financial statements referred to in clause 9.2.1.c must be prepared by a Qualified Accountant who, if notified by the AIC, must also be a person acceptable to the AIC.

9.3.2. The definitive statement as to whether the financial information for the Project represents the financial transactions fairly and is based on proper accounts and

Records referred to in clause 9.2.1.c must be prepared by an Approved Auditor who, if notified by the AIC, must also be a person acceptable to the AIC.

10. Commonwealth Material

10.1. Ownership

10.1.1. Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in the AIC but the AIC grants the Recipient a licence to use, reproduce, adapt and exploit that Material only for the purposes of this Agreement and in accordance with any conditions or restrictions the AIC may notify to the Recipient.

10.2. Possession of Commonwealth Material

10.2.1. Upon the expiration of the Completion Date or earlier termination of the Agreement, the Recipient may retain all Commonwealth Material remaining in the Recipient's possession, unless otherwise notified by the AIC.

10.3. Maintain Commonwealth Material

10.3.1. The Recipient agrees to keep safely Commonwealth Material provided to the Recipient for the purposes of this Agreement.

11. Intellectual property

11.1. Rights in Project Material

11.1.1. Intellectual Property in all Project Material vests or will vest in the Recipient.

11.1.2. Clause 11.1.1 does not affect the ownership of Intellectual Property in any Commonwealth Material incorporated into Project Material.

11.2. Licence of Project Material

11.2.1. The Recipient grants to the AIC a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, distribute, communicate and exploit any Project Material for any purpose.

11.2.2. The Recipient agrees that the licence granted in clause 11.2.1 includes a right for the AIC to licence the Project Material to the public under an Open Access Licence.

11.2.3. The recipient can request permission to publish, adapt or make public the Project Material prior to publication of the final report by the AIC.

11.3. Licence of Existing Material

- 11.3.1. This clause 11 [Intellectual property] does not affect the ownership of any Intellectual Property Rights in any Existing Material. The Recipient, however, agrees to grant to the AIC or procure a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material in conjunction with the Project Material.
- 11.3.2. The Recipient agrees that the licence granted in clause 11.3.1 includes a right for the AIC to licence the Existing Material to the public under an Open Access Licence.

11.4. Dealing with Intellectual Property Rights

- 11.4.1. The Recipient:
- a. agrees, if requested by the AIC to do so, to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 11 [Intellectual property]; and
 - b. warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material and the Existing Material in accordance with this clause 11 [Intellectual property].

11.5. Consent to Specified Acts

- 11.5.1. Where the Recipient is a natural person and the author of the Project Material, the Recipient consents to the performance of the Specified Acts by the AIC or any person claiming under or through the AIC and agrees to comply with clauses 11.5.2.b and 11.5.2.c.
- 11.5.2. In any other case, the Recipient agrees:
- a. to obtain from each author of any Project Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by the AIC or any person claiming under or through the AIC;
 - b. to obtain from each author of any Existing Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the AIC's benefit in relation to the AIC's licensed use of such material; and
 - c. upon request, to provide the executed original of each such consent to the AIC.

12. Confidential Information

12.1. Confidential Information not to be Disclosed

12.1.1. Subject to clause 12.3, a Recipient must not, without the prior written consent of the AIC, disclose any Confidential Information of the AIC or Project Material to a third party.

12.2. Written Undertakings

12.2.1. The Recipient must, on request by the AIC at any time, arrange for:

- a. its Personnel; or
- b. any person with a Third Party Interest,

to give a written undertaking in a form acceptable to the AIC relating to the use and non disclosure of the AIC's Confidential Information.

12.3. Exceptions to Obligations

12.3.1. The obligations on the Recipient under this clause 12 [Confidential Information] will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- b. is authorised or required by law to be disclosed; or
- c. is in the public domain otherwise than due to a breach of this clause 12 [Confidential Information].

12.3.2. Where a party discloses Confidential Information to another person pursuant to clause 12.3.1.a, the disclosing party must notify the receiving person that the information is confidential.

12.3.3. In the circumstances referred to in clause 12.3.1.a, the disclosing party agrees not to provide the information unless the receiving person agrees to keep the information confidential.

12.3.4. The Recipient agrees to secure all of the AIC's Confidential Information against loss and unauthorised access, use, modification or disclosure.

12.4. Period of Confidentiality

12.4.1. The obligations under this clause 12 [Confidential Information] will continue, notwithstanding the expiry or termination of this Agreement:

- a. in relation to any item of information agreed after the Date of this Agreement to be Confidential Information – for the period agreed by the parties in writing in respect of that item.

12.5. No reduction in Privacy Obligations

- 12.5.1. This clause 12 [Confidential Information] does not detract from any of the Recipient's obligations under the Privacy Act or under clause 13 [Privacy], in relation to the protection of Personal Information (as defined in clause 13.1.1).

13. Privacy

13.1. Interpretation and application of clause

- 13.1.1. In this clause 13 [Privacy]:

Information Privacy Principle has the same meaning as it has in the Privacy Act; and

Personal Information has the same meaning as it has in the Privacy Act.

- 13.1.2. This clause applies only where the Recipient deals with Personal Information when, and for the purpose of, conducting the Project.

13.2. Obligations of Recipient in relation to privacy

- 13.2.1. The Recipient agrees, in conducting the Project:
 - a. not to do any act or engage in any practice which, if done or engaged in by the AIC, would be a breach of an Information Privacy Principle; and
 - b. to comply with any directions, guidelines, determinations or recommendations of the AIC, to the extent that they are consistent with the Information Privacy Principles.
- 13.2.2. The Recipient agrees to notify the AIC immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 13 [Privacy].

14. Acknowledgement and publicity

14.1. Acknowledgement of support

- 14.1.1. Unless or until notified by the AIC, the Recipient agrees, in all publications, promotional and advertising materials, public announcements and activities by the Recipient or on the Recipient's behalf in relation to the Project, or any products, processes or inventions developed as a result of it, to acknowledge the financial and other support the Recipient has received from the AIC, in the manner set out in Item I, or as otherwise approved by the AIC prior to its use.

14.2. Right to publicise Funding

14.2.1. The AIC reserves the right to publicise and report on the awarding of Funding to the Recipient. The AIC may do (but is not limited to doing) this by including the Recipients' name, the amount of the Funding given to the Recipient, the title and a brief description of the Project in media releases, general announcements about the Funding, annual reports or through any other means as determined by the AIC.

14.3. Copies of publications

14.3.1. Where the Recipient has been provided with Funding to produce any publication, a copy of the publication must be provided to the AIC, if notified by the AIC.

15. Indemnity

15.1. General indemnity

15.1.1. The Recipient indemnifies (and agrees to keep indemnified) the AIC against any:

- a. cost or liability incurred by the AIC or the AIC's Personnel;
- b. loss of or damage to property of the AIC; or
- c. loss or expense incurred by the AIC in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the AIC,

arising from:

- d. any act or omission by the Recipient or the Recipient's Personnel, in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
- e. any breach by the Recipient of the Agreement;
- f. use or Disposal of the Assets; or
- g. the use by the AIC of the Project Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in the Project Material or Existing Material.

15.2. Reduction of scope

15.2.1. The Recipient's liability to indemnify the AIC under this clause 15 [Indemnity] will be reduced proportionally to the extent that any act or omission involving fault on the part of the AIC or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

15.3. Preservation of other rights

15.3.1. The right of the AIC to be indemnified under this clause 15 [Indemnity] is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the AIC is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

15.4. Meaning of 'fault'

15.4.1. In this clause 15 [Indemnity], 'fault' means any negligent or unlawful act or omission or wilful misconduct.

16. Dispute resolution

16.1. Procedure for dispute resolution

16.1.1. The parties agree that a dispute arising under this Agreement will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- b. within 5 Business Days each party will nominate a representative not having any prior involvement in the dispute;
- c. the representatives will try to settle the dispute by direct negotiation between them;
- d. failing settlement within a further 10 Business Days, the parties may agree to refer the dispute to an independent third person with power:
 - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - ii. to mediate and recommend some form of non-binding resolution;
- e. the parties will co-operate fully with any process instigated under clause 16.1.1 d in order to achieve a speedy resolution; and
- f. if a resolution is not reached within a further 20 Business Days, either party may commence legal proceedings.

16.2. Costs

16.2.1. Each party will bear its own costs of complying with this clause 16 [Dispute resolution], and the parties will bear equally the cost of any third person engaged under clause 16.1.1. d.

16.3. Application of clause

16.3.1. This clause 16 [Dispute resolution] does not apply to:

- a. legal proceedings by either party for urgent interlocutory relief; or

- b. action by the AIC under or purportedly under clauses 3 [Payment], 4 [Management of Funding], 21.1 or 17 [Termination or reduction in scope of Agreement].

16.4. Performance of obligations

- 16.4.1. Despite the existence of a dispute, the Recipient will (unless requested in writing by the AIC not to do so) continue to perform the Recipient's obligations under this Agreement.

17. Termination or reduction in scope of Agreement

17.1. Termination for convenience

- 17.1.1. The AIC may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Agreement immediately. [Any need to include reference to existing clause 20.1.2]
- 17.1.2. The Recipient agrees, on receipt of a notice of termination or reduction, to:
 - a. stop or reduce the performance of the Recipient's obligations as specified in the notice;
 - b. take all available steps to minimise loss resulting from that termination or reduction;
 - c. continue work on any part of the Project not affected by the notice; and
 - d. immediately return to the AIC any Funding in accordance with clause 17.1.3.d, or deal with any such Funding as directed by the AIC.
- 17.1.3. In the event of termination under clause 17.1.1, the AIC:
 - a. will be liable only for payments due and owing to the Recipient under the payment provisions of the Agreement as at the date of the notice;
 - b. will be liable to reimburse any reasonable costs incurred by the Recipient and directly attributable to the termination of the Agreement;
 - c. will not be liable to pay amounts under 17.1.3. a and 17.1.3. b which would, added to any payments already paid to the Recipient under this Agreement, together exceed the Funding set out in Item B [Funding and Payment];
 - d. will be entitled to recover from the Recipient any part of the Funding which:
 - i. has not been legally committed for expenditure by the Recipient in accordance with the Agreement and payable by the Recipient as a current liability by the date that the notice of termination is received; or
 - ii. has not, in the AIC's opinion, been spent by the Recipient in accordance with the Agreement.

- 17.1.4. In the event of a reduction in the scope of the Agreement under clause 17.1.1, the AIC's liability to pay any part of the Funding will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Project.
- 17.1.5. The AIC's liability to pay any compensation under or in relation to this clause 17.1 [Termination or reduction in scope of Agreement] is subject to:
- a. the Recipient's strict compliance with this clause 17.1 [Termination or reduction in scope of Agreement]; and
 - b. the Recipient's substantiation of any amount claimed under clause 17.1.3.b.
- 17.1.6. The Recipient will not be entitled to compensation for loss of prospective profits or loss of any benefits that would have been conferred on the Recipient.

17.2. Termination for fault

- 17.2.1. The AIC may by notice terminate this Agreement immediately (but without prejudice to any right of action or remedy which either party has or may have) if:
- a. the Recipient fails to fulfil, or is in breach of any of its obligations under this Agreement, and the AIC considers that this failure or breach is not capable of remedy;
 - b. the Recipient fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 10 Business Days of receiving a notice from the AIC to do so;
 - c. the Recipient is unable to pay all its debts as and when they become due and payable;
 - d. the Recipient has applied to come under, received a notice requiring it to show cause why it should not come under, or has otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or an order has been made for the purpose of placing the Recipient under external administration;
 - e. being an individual, the Recipient becomes bankrupt or enters into a scheme of arrangement with creditors;
 - f. in relation to the Agreement, the Recipient breaches any law of the Commonwealth, or of a State or Territory;
 - g. the AIC is satisfied that any statement made in the Recipient's application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding;

- h. the Recipient's purposes and activities become incompatible with the objectives of the Program;
- i. the AIC is not satisfied with the standard of the Recipient's Final Report;
- j. the Recipient ceases to carry on business or action is taken to dissolve or deregister the Recipient; or
- k. the AIC exercises any other specific right of termination under the Agreement.

17.2.2. Where the AIC terminates this Agreement under clause 17.2.1 the AIC:

- a. will be liable only for payments due and owing to the Recipient under the payment provisions of the Agreement as at the date of the notice; and
- b. will be entitled to recover from the Recipient any part of the Funding which:
 - i. has not been legally committed for expenditure by the Recipient in accordance with the Agreement and is not payable by the Recipient as a current liability by the date that the notice of termination is received; or
 - ii. has not, in the AIC's opinion, been spent by the Recipient in accordance with the Agreement.

17.3. Preservation of other rights

17.3.1. Clause 17.2 does not limit or exclude any of the AIC's other rights under this Agreement.

18. Superannuation

18.1.1. The Recipient must, at its own expense, be responsible for compliance with all statutory obligations in relation to superannuation and for provision of any compulsory superannuation contributions. This includes the payment of all superannuation contributions to its officers, employees, agents, volunteers and subcontractors.

19. Delay

19.1. Obligation to minimise

19.1.1. The Recipient must take all reasonable steps to minimise delay in completion of the Project.

19.2. Notification of delay

19.2.1. If the Recipient becomes aware that it will be delayed in progressing or completing the Project in accordance with this Agreement, the Recipient must

immediately notify the AIC of the cause and nature of the delay. The Recipient is to detail in the notice the steps it will take to contain the delay.

19.3. Action of delay

- 19.3.1. On receipt of a notice of delay, the AIC may at its option:
- a. notify the Recipient of a period of extension to complete the Project and vary this Agreement accordingly;
 - b. notify the Recipient of reduction in the scope of the Project and any adjustment to the Funds for You to complete the reduced Project and vary this Agreement accordingly; or
 - c. terminate this Agreement under clause 17.2 [Termination for default]; or
 - d. take such other steps as are available under this Agreement or at law, under statute or in equity.

19.4. Compliance with timeframe

- 19.4.1. Unless the AIC take action under clause 19.3, the Recipient is required to comply with the time frame for progressing and completing the Project as set out in this Agreement.
- 19.4.2. If the Recipient does not notify the AIC of any delay in progressing or completing the Project in accordance with clause 19.2 the AIC may, at its sole discretion, terminate this Agreement under clause 17 [Termination for default].

20. Notices

20.1. Format, addressing and delivery

- 20.1.1. A notice under this Agreement is only effective if it is in writing, and dealt with as follows:
- a. *if given by the Recipient to the AIC* - addressed to the AIC at the address specified in Item L [Notice] or as otherwise notified by the AIC; or
 - b. *if given by the AIC to the Recipient* - given by the AIC and addressed (and marked for attention) as specified in Item L [Notice] or as otherwise notified by the Recipient.
- 20.1.2. A notice is to be:
- a. signed by the person giving the notice and delivered by hand;
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

20.2. When effective

20.2.1. A notice is deemed to be effected:

- a. *if delivered by hand* - upon delivery to the relevant address;
- b. *if sent by post* - upon delivery to the relevant address; or
- c. *if transmitted electronically* - upon actual receipt by the addressee.

20.2.2. A notice received after 5.00 pm, or on a weekend or public holiday in the place of receipt, is deemed to be effected on the next Business Day in that place.

21. General Provisions

21.1. Audit and Access

21.1.1. The Recipient agrees:

- a. to give the AIC, or any persons authorised in writing by the AIC, access to premises where obligations under this Agreement are being carried out; and
- b. to permit those persons to inspect and take copies of any Material relevant to this Agreement.

21.1.2. The rights referred to in clause 21.1.1. are subject to:

- a. the AIC providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

21.1.3. The Auditor-General and the Privacy Commissioner are persons authorised for the purposes of clause 21.1.1.

21.1.4. This clause 21.1 does not detract from the statutory powers of the Auditor-General or the Privacy Commissioner.

21.2. Insurance

21.2.1. The Recipient agrees:

- a. to effect and maintain the insurance specified in Item G [Insurance]; and
- b. on request, to provide proof of insurance acceptable to the AIC.

21.2.2. This clause 21.2 continues in operation for so long as any obligations remain in connection with this Agreement.

21.3. Conflict of interest

21.3.1. In this clause 21.3:

Conflict means any matter, circumstance, interest or Project involving or affecting the Recipient, its Personnel or subcontractors which may or may appear to impair the ability of the Recipient to perform the Project diligently and independently.

21.3.2. The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of the Recipient's obligations under the Agreement.

21.3.3. If during the Term a Conflict arises, the Recipient agrees to:

- a. notify the AIC immediately and of the steps that the Recipient would propose to resolve or otherwise deal with the conflict;
- b. make full disclosure to the AIC of all relevant information relating to the Conflict; and
- c. take any steps the AIC reasonably requires to resolve or otherwise deal with that Conflict.

21.4. Relationship of parties

21.4.1. The Recipient is not by virtue of this Agreement an officer, employee, partner or agent of the AIC, nor does the Recipient have any power or authority to bind or represent the AIC.

21.4.2. The Recipient agrees:

- a. not to misrepresent its relationship with the AIC; and
- b. not to engage in any misleading or deceptive conduct in relation to the Project.

21.5. Waiver

21.5.1. A failure or delay by a party to exercise any right or remedy it holds under this Agreement or at law does not operate as a waiver of that right.

21.5.2. A single or partial exercise by a party of any right or remedy it holds under this Agreement or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

21.6. Variation of Agreement

21.6.1. Except for action the AIC is expressly authorised to take elsewhere in this Agreement, no variation of this Agreement is binding unless it is agreed in writing and signed by both parties.

21.7. Assignment

21.7.1. The Recipient cannot novate its obligations, and agrees not to assign its rights, under this Agreement without the AIC's prior written approval.

21.8. Survival

21.8.1. The operation of clauses 2.5, 7 [Assets], 8 [Records], 11 [Intellectual property], 12 [Confidential Information], 13 [Privacy], 15 [Indemnity], 21.2, 16 [Dispute resolution] and any other provision which expressly or by implication from its nature is intended to continue survive the expiration or earlier termination of this Agreement.

21.8.2. Clauses 21.1 [Audit and Access] and 14 [Acknowledgement and publicity] apply for the Term and for a period of 7 years from the date of expiration or earlier termination of the Agreement.

21.9. Compliance with Legislation and Policies

21.9.1. The Recipient agrees to comply with any provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority applicable to its performance of this Agreement.

21.9.2. The Recipient agrees, in carrying out its obligations under this Agreement, to comply with any of the AIC's policies as notified, referred or made available by the AIC to the Recipient (including by reference to an internet site), including those listed in Item K [Compliance with policies].

21.10. Applicable law and jurisdiction

21.10.1. This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

21.10.2. The parties submit to the jurisdiction of the courts of that State or Territory.

SCHEDULE 1 PARTICULARS

A. Program and Project

(Recital A, clauses 1.1.1 and 2.1.1)

A.1. Program

Criminology Research Grant

A.2. Project

^Insert detailed description of the Project^

CRG Application No. 00/00-00 (Annexure A)

Project Period

The Project Period commences on the Date of this Agreement and ends on ^insert date which provides sufficient time for completion of all Milestones and Reports^ months after the commencement date.

Project Summary

^insert project summary from the application^

In addition to the Reports required under this Agreement the Project Material that is required to be produced and delivered by the Recipient to the AIC under this Agreement are as follows:

A.1.4.1 An electronic version (in Word or Rich Text Format) of a one paragraph summary of the main finding of the research for inclusion in the AIC's Annual Report

A.1.4.2 Two hardcopies and an electronic version (in Word or Rich Text Format) of a Final Report suitable for public dissemination purposes and further detailed in Item E

A.1.4.3 An electronic version (in Word or Rich Text Format) of a paper of approximately 5,000 words based on the Final Report and written in a form acceptable for consideration for publication by the editor of the Australian Institute of Criminology's 'Trends and Issues in Crime and Criminal Justice' series.

B. Funding and Payment

(clauses 1.1.1, 3.1, 4)

The total Funding for the Project is \$^insert amount^ GST exclusive. The Funding will be paid as follows:

Upon commencement of the Project: ^35%^

Upon acceptance of the first progress Report, ^X^ months from the commencement of the project, and correct quarterly expenditure statements in the provided template: ^35%^

Upon submission of the Final Report and draft T&I correct final expenditure statements in provided template; ^20%^

Upon acceptance of the Final Report and T&I for publication and Final Reporting clauses being met ^10%^

C. Budget (^optional^)
(clauses 4.6 and 4.7)

Refer to Budget as set out in the original application prepared by the Recipient and detailed in Annexure A.

D. Recipient Contributions and Other Contributions (^optional^)
(clause 6)

D.1. Recipient Contributions

Recipient Contributions are specified in the following table. Any financial or in-kind assistance that the Recipient has received from a Commonwealth, State, Territory or local government and which the Recipient intends to, or is required to, use to perform the Project must not be included in Recipient Contributions.

Type of contribution	Provided by

D.2. Other Contributions

The Other Contributions for the Project are specified in the following table.

Type of contribution	Provided by

E. Reporting
(clauses 1.1.1, 9)

E.1. Progress Reports

The Recipient must provide the AIC with progress Reports at the following times: [^insert^].

Each progress Report must include, but need not be limited to, the following information for the Reporting period:

- a. the Recipient's name;
- b. the names of all the Recipient's subcontractors;
- c. the full Project title;
- d. the amount of Funding payable under the Agreement;
- e. a statement of the Funding, Recipient Contributions and Other Contributions received to date including the amount spent and the amount remaining in the account referred to in clause 4.2.1.a;
- f. the part of the Project Period to which the Report relates;
- g. a description and analysis of the progress of the Project to date, including detail of the Objectives achieved during the period to which the Report relates and reasons why any Objectives have not been met;
- h. a clear summary of the work undertaken in the period to which the Report relates and an analysis of the effectiveness of this work;
- i. a discussion and statement as to whether the timeframes and Milestones for the Project (and specifically during the Report period) are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected effects (if any) the delay will have on the Project (including subsequent Milestones and the overall completion of the Project); and
- j. a statement as to whether the Project is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action the Recipient proposes to take to address this.

E.2. Final Report

- E.2.1. The Recipient must provide the AIC with four hardcopies and electronic versions (in Word or Rich Text format) of the Final Report to be received ^{^XX^} months after signing of this Agreement.
- E.2.2. The Final Report must be a stand-alone document that can be used for public information dissemination purposes.
- E.2.3. The Final Report must:

- include a full literature review, statement of the aims and objectives of the study, statement of methodology used, report of the findings, discussion, indication of policy implications and conclusions
- be written in accordance with the AIC Style Guide as provided to the Recipient by the CRG's Administrator

E.3. Draft Trends and Issues Paper

E.3.1. The Recipient must provide the AIC with an electronic version (in Word or Rich Text format) of a draft Trends and Issues Paper. This is to be based on the final Report and written in a form acceptable for consideration for publication by the editor of the Australian Institute of Criminology's "Trends and Issues in Crime and Criminal Justice" series:

- E3.1.1. Received ^XX^ months after the signing of this Agreement
- E.3.1.2. 5,000 words in length including references
- E.3.1.3. In a form that adheres to the AIC Style Guide and AIC Trends and Issues Guidelines
- E.3.1.4. In a form and of a standard acceptable for consideration for publication by the Editor of the Australian Institute of Criminology's "Trends and Issues in Crime and Criminal Justice" series.

E.4. One-paragraph summary

E.4.1. The Recipient must provide the AIC with an electronic version (in Word or Rich Text format) of a one-paragraph summary of the Final Report to be of the main findings of the research for inclusion in the AIC's Annual Report:

- E.4.1.1. Received ^XX^ months after signing of this Agreement
- E.4.1.2. In a form that is acceptable for publication in the AIC Annual Report.

E.5. Expenditure statements

E.5.1. The Recipient must provide the AIC with an electronic version (in Word or Rich Text format) of Expenditure statements to be submitted at the end of each quarter and upon completion of the project in the forms of the template provided to the Recipient by the CRG's Administrator.

E.6. Other Reports

Throughout the Project Period, the AIC may require the Recipient to provide ad-hoc Reports concerning:

- a. any significant developments concerning the Project; and
- b. any significant delays or difficulties encountered in performing the Project in accordance with the Agreement.

The Recipient must provide any such ad-hoc Reports within the timeframe notified by the AIC.

F. Assets
(clauses 1.1.1 and 7)

List of known assets to be purchased

Asset	Anticipated Value

G. Insurance
(clause 21.2)

The Recipient must maintain:

- a. workers compensation insurance as required by law where the Recipient carries out activities under this Agreement;
- b. public liability insurance to the value of at least \$^[^insert amount^]million for each and every claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be; and
- c. insurance against any loss or damage to an Asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants.

H. Subcontracting
(clause 2.3)

Name of Subcontractor	Terms and Conditions

I. Acknowledgement and publicity
(clause 14)

A Recipient must not, without the prior written consent of the AIC, disclose any Project Material to a third party.

Recipients are to include the following text in any publication or material resulting for the Project for which Funds have been used to create:

'This is a project supported by a grant from the Commonwealth of Australia. The views expressed are the responsibility of the author and are not necessarily those of the Commonwealth.'

J. Specified Personnel
(clauses 1.1.1 and 2.4)

Name	
Position	
Address	
Phone	
Email	

K. Compliance with policies
(clause 21.9)

The Recipient must comply with all policies including the following policies in carrying out the Project:

- a. *Equal Opportunity for Women in the Workplace Act 1999*
- b. *Racial Discrimination Act 1984*
- c. *Sex Discrimination Act 1984*
- d. *Disability Discrimination Act 1982*
- e. *Crimes Act 1914*
- f. *Criminal Code Act 1995*

L. Notice
(clause 20.1)

The AIC's details are as follows:

CRG Administrator
Australian Institute of Criminology
74 Leichhardt Street
Griffith ACT 2603
(GPO Box 2944, Canberra ACT 2601)
Tel: [insert telephone number]
Email: crq@aic.gov.au

The Recipient's details are as follows:

^Name of Research Grant Officer
Address
Phone Number
[Email^](#)

M. Liaison Officer

The Liaison Officer will be the person holding, occupying or performing the duties of the CRG Administrator.

Name: ^Name of Administrator^
Position: CRG Administrator
Address: 74 Leichardt Street, Griffith ACT 2603
Phone: 02 6260 9224
Email: crq@aic.gov.au

Executed as a deed

This Funding Agreement is made on: _____

SIGNED SEALED AND DELIVERED)
for and on behalf of the Australian)
Institute of Criminology by:)

(Dr) Adam Tomison _____
Name

Signature

Director _____
Position

In the presence of:

Name

Signature of witness

SIGNED SEALED AND DELIVERED)
for and on behalf of ^Party 2 Name^)
by:)

Name

Position

Signature

In the presence of:

Name

Signature of witness

TEMPLATE