



**Australian Government**

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**Department of Industry  
Innovation, Science, Research  
and Tertiary Education**

***HIGHER EDUCATION SUPPORT ACT 2003***

**COLLABORATIVE RESEARCH INFRASTRUCTURE SCHEME  
CONDITIONS OF GRANT**

**[NAME OF HEP]  
[ABN/ACN]**

**Regarding a Grant for an Approved Project described as**

**[TITLE OF PROJECT]**

**FEBRUARY 2013**

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**COLLABORATIVE RESEARCH INFRASTRUCTURE SCHEME  
CONDITIONS OF GRANT**

**1. PREAMBLE**

- 1.1 Under Division 41 of Part 2-3 of the *Higher Education Support Act 2003* (the “**Act**”), the body corporate specified in item 1 of the Schedule (the “**Recipient**”) is one of the higher education providers (“**HEP**”) that is eligible for grants under the Collaborative Research Infrastructure Scheme (“**CRIS**”), and has been awarded a grant for the **[TITLE OF PROJECT]**.
- 1.2 Under subparagraph 41-25(b)(i) of the Act, where the *Other Grants Guidelines (Research) 2012* (which are defined in section 41-5 of the Act) do not specify conditions that apply to a grant, the grant is made on such conditions as are determined in writing by the Minister.
- 1.3 The Minister has approved a grant to the Recipient under CRIS for an amount specified in item 4 of the Schedule subject to the conditions set out in this document (the “**Conditions of Grant**”).
- 1.4 The Minister has determined that these Conditions of Grant are the conditions on which the Grant is made to the Recipient.
- 1.5 The Recipient acknowledges that:
  - 1.5.1 the Grant Amount was determined by the Minister based on advice from a Consultative Group which considered the needs of the research infrastructure project and benefits from funding the project; and
  - 1.5.2 the Department will notify Recipients, in writing, of the timing and manner of payments to be determined by the Minister and the Secretary (or their delegate).

**2. THE GRANT**

- 2.1 The Grant is for the project described in item 6 of the Schedule (the “**Project**”).
- 2.2 Each Grant is made in respect of a specific Project and must be spent in accordance with these Conditions of Grant and the objectives of the CRIS Program (see clause 2.8).
- 2.3 The Grant must be spent only on the Project.
- 2.4 Interest earned by the Recipient on the Grant shall be taken to be part of the Grant and must be used and spent by the Recipient in accordance with these Conditions of Grant.
- 2.5 The time and manner of payments as determined by the Minister and the Secretary (or their delegate), respectively, under subsections 164-5(1) and (2) of the Act are set out in item 4 of the Schedule.
- 2.6 The Recipient must complete the Project by the date specified in item 5 of the Schedule, unless otherwise agreed by the Minister. Notwithstanding this, the Project completion date cannot be extended beyond 31 December 2014.
- 2.7 The Recipient must:

- 2.7.1 notify the Minister in writing of any event that may significantly affect the Recipient's capacity to meet these Conditions of Grant or implement the Project; and
- 2.7.2 provide the Minister in the form required by the Minister and at such times specified by the Minister with such other information that the Minister by notice in writing requires from the Recipient in respect of the Grant or compliance by the Recipient with these Conditions of Grant.

### **Collaborative Research Infrastructure Scheme (CRIS)**

- 2.8 The objective of the CRIS is to keep operational until 31 December 2014 critical national collaborative research infrastructure facilities so that the facilities are able to provide researchers with the infrastructure and networks they require for world-class research.
- 2.9 Where the Recipient is not the lead agent for the project, appropriate contractual arrangements must be in place between a Recipient and the lead agent of any project to be supported under CRIS.

### **3. REPORTING**

- 3.1 The Recipient must provide DIISRTE with the Reports and other information in accordance with the requirements specified in these Conditions of Grant.

<b>Title of Report</b>	<b>Form of Submission</b>	<b>Due Date</b>
CRIS Implementation Plan - For the period from the acceptance of the Grant to 30 December 2014	Electronic and Hardcopy	30 April 2013
CRIS Progress Report 1 - For the period from the acceptance of the Grant to 31 August 2013	Electronic and Hardcopy	30 September 2013
CRIS Progress Report 2 for the period 1 September 2013 to 30 March 2014	Electronic and Hardcopy	30 April 2014
CRIS Audit Certificate and CRIS Vice-Chancellor's Certification Statement for the period 1 January 2013 to 31 December 2013	Hardcopy	30 June 2014
CRIS Final Report for the period of the project including CRIS Audit Certificate and CRIS Vice-Chancellor's Certification Statement for period from 1 January 2014 to 31 December 2014	Electronic and Hardcopy	30 June 2015

- 3.2 Reports must be in the form of the approved templates which will be available in the first quarter of 2013 on the 'Research Infrastructure' website page:

[www.innovation.gov.au/Science/ResearchInfrastructure/Pages/default.aspx](http://www.innovation.gov.au/Science/ResearchInfrastructure/Pages/default.aspx)

- 3.3 If the Recipient is not the Lead Agent, the Recipient must provide DIISRTE with a copy of the contractual arrangement between the Recipient and the Lead Agent for the conduct of the Project on or before 30 April 2013.
- 3.4 If requested in writing by the Commonwealth, the Recipient will provide the Commonwealth with access to review Material at the Recipient's premises.
- 3.5 The Recipient can include additional information on the Project in Reports at the Recipient's discretion.

#### **4. ADDRESS FOR REPORTS AND NOTICES**

- 4.1 The Reports required under clause 3 and Notices under clause 2.7 must be submitted to:  
General Manager  
Research Funding and Infrastructure Branch  
Science and Research Division  
Department of Industry, Innovation, Science, Research and Tertiary Education  
GPO Box 9839  
CANBERRA ACT 2601

#### **5. WARRANTIES**

- 5.1 The Recipient represents and warrants that:
  - 5.1.1 it has the right to enter into this Agreement; and
  - 5.1.2 it and its subcontractors and Personnel have the necessary experience, skill, knowledge, expertise and competence to undertake the Project and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Project, and are fit and proper people.

#### **6. ASSETS**

- 6.1 For any Assets acquired or created with the Grant for the duration of the Project, the Recipient must:
  - 6.1.1 use the Assets for the purposes of the Project;
  - 6.1.2 not encumber or dispose of the Assets, or deal with or use the Assets other than in accordance with this clause 6, without the Minister's prior written approval;
  - 6.1.3 safeguard the Assets against theft, loss, damage, or unauthorised use;
  - 6.1.4 maintain the Assets in good working order;
  - 6.1.5 maintain all appropriate insurances for the Assets to their full replacement value and provide satisfactory evidence of this on request from DIISRTE;
  - 6.1.6 if required by law, maintain registration and licensing of the Assets; and
  - 6.1.7 be fully responsible for, and bear all risks relating to, the use or disposal of the Assets.

- 6.2 If any of the Assets are lost, damaged or destroyed, the Recipient must reinstate the Assets including from the proceeds of the insurance and this clause 6 continues to apply to the reinstated Assets. Any surplus from the proceeds of the insurance must be notified to DIISRTE and used and accounted for as part of the Grant under these Conditions of Grant.
- 6.3 On completion of the Project, the Assets are to be maintained and managed to allow Project Participants reasonable access to the Assets for their cost-effective life.

## **7. DISSEMINATION**

- 7.1 The Commonwealth reserves the right to publicise the award of any Grant to the Recipient and information about any aspect of these Conditions of Grant at any time, in such manner and to such parties as it sees fit.

## **8. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY**

- 8.1 The Recipient must acknowledge the contribution made by the Commonwealth to all projects, in all related promotional material. In particular, the Recipient should ensure that:
- 8.1.1 the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
  - 8.1.2 any formal statement issued in relation to any aspect of the project, including speeches, media releases, brochures, should make reference to the Commonwealth contribution;
  - 8.1.3 any signs and plaques erected in association with a project must acknowledge the Commonwealth's assistance; and
  - 8.1.4 where an official opening or launch is proposed for a project, the Commonwealth Minister is to be invited to attend or to send a representative.

## **9. DISCLOSURE OF INFORMATION**

- 9.1 DIISRTE gives no undertaking to keep confidential the Conditions of Grant or any information contained in the Reports.

## **10. INDEMNITY**

- 10.1 The Recipient must indemnify the Commonwealth against any:
- 10.1.1 loss or liability incurred by the Commonwealth;
  - 10.1.2 loss of or damage to Commonwealth property; or
  - 10.1.3 loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth;

arising from:

- 10.1.4 any act or omission by the Recipient, or any of the Recipient's employees, agents, or subcontractors in connection with these Conditions of Grant, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
  - 10.1.5 any breach by the Recipient or any of the Recipient's employees, agents, or subcontractors of obligations or warranties under these Conditions of Grant;
  - 10.1.6 any use or disclosure by the Recipient, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with these Conditions of Grant; or
  - 10.1.7 the use by the Commonwealth of the Reports, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights, as defined in the *Copyright Act 1968*) in the Reports.
- 10.2 The Recipient's liability to indemnify the Commonwealth will be reduced proportionally to the extent that any fault on the part of the Commonwealth contributed to the relevant loss, damage, expense, or liability.
- 10.3 The Commonwealth's right to be indemnified is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
- 10.4 In this clause 10, "**fault**" means any negligent or unlawful act or omission or wilful misconduct.

## **11. CONFLICT OF INTEREST**

### 11.1 Warranty

The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.

### 11.2 Notification of a conflict of interest

If, during the Project a conflict of interest arises, or appears likely to arise, the Recipient must:

11.2.1 notify the Commonwealth immediately in writing;

11.2.2 make full disclosure of all relevant information relating to the conflict; and

11.2.3 take such steps as the Commonwealth requires to resolve or otherwise deal with the conflict.

## **12. ACCESS TO PREMISES AND RECORDS**

### 12.1 The Recipient must at all reasonable times give:

12.1.1 the Auditor-General;

12.1.2 the Privacy Commissioner (meaning the Office of the Privacy Commissioner, established under the Privacy Act, including any other entity that may, from time to time, perform the functions of that Office);

12.1.3 the person occupying the position of General Manager, Research Funding and Infrastructure Branch in DIISRTE;

12.1.4 or any person authorised in writing by the Secretary:

(i) reasonable access to:

- A. the Recipient's employees;
- B. premises occupied by the Recipient;
- C. Material; and

(ii) reasonable assistance to:

- A. locate and inspect Material;
- B. make copies of Material and remove those copies,

relevant to any Grant.

12.2 The rights referred to in clause 12.1 are subject to:

12.2.1 the provision of reasonable prior notice to the Recipient; and

12.2.2 the Recipient's reasonable security procedures.

12.3 If a matter is being investigated which, in the opinion of any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 12.2.1 will not apply.

12.4 The requirement for access specified in clause 12.1 does not in any way reduce the Recipient's responsibility to perform its obligations under these Conditions of Grant.

### **13. INTELLECTUAL PROPERTY RIGHTS**

#### **Pre-existing Material and Third Party Material**

13.1 The ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material is not affected by the provisions of this clause 13.

13.2 The Recipient must obtain all necessary Intellectual Property Rights or Moral Rights permissions before making any Third Party Material available for use and/or exploitation.

#### **Intellectual Property Rights in Material**

13.3 All Intellectual Property Rights in Material created by the Recipient as a result of a Grant vest in the Recipient on creation.

13.4 Unless otherwise specified to the extent that:

13.4.1 the Commonwealth needs to use any of the Reports, the Recipient grants to, or must arrange for the grant to, the Commonwealth a permanent world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate:

A. the Report; and

B. Material provided by the Recipient, to the extent that such Material is included in, forms part of, or is attached to a Report; or

13.4.2 the Recipient needs to use any of the Commonwealth Material for the purpose of performing research or work pursuant to the receipt of a Grant, the Commonwealth grants to the Recipient, and any direction by the Commonwealth, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Commonwealth Material solely for the purpose of undertaking the project.

13.5 The licence granted to the Commonwealth under clause 13.4.1 does not include a right to exploit the Pre-existing Material or Third Party Material for commercial purposes.

13.6 The Recipient must not provide to the Commonwealth, in connection with the receipt of a Grant, any Material (including in Reports) which it considers:

13.6.1 to be confidential; or

13.6.2 the disclosure of which would jeopardise the Recipient's ability to obtain registrable Intellectual Property Rights in respect of any Pre-existing Material or Material created by way of a Grant.

13.7 Despite clause 13.6, if requested in writing by the Commonwealth, the Recipient will provide the Commonwealth with access to review the Material described in clause 13.6.1 or 13.6.2 at the Recipient's premises.

### **Intellectual Property Rights in the Reports**

13.8 The Recipient agrees that the Commonwealth may disclose the contents of Reports to third parties.

13.9 The Recipient warrants that it:

13.9.1 is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Reports (including Third-party IPRs) in accordance with this clause 13; and

13.9.2 will obtain valid written consents from all authors (including any authorised subcontractors under these Conditions of Grant) involved in creating the Reports and Third-party Material so that the Commonwealth's use of the Reports or Third-party Material in any way will not infringe any author's moral rights under the *Copyright Act 1968*.

## **14. COMPLIANCE WITH LAWS AND POLICIES**

14.1 The Recipient must:



- 14.1.1 comply with the “**Information Privacy Principles**” (as defined in the Privacy Act) when doing any act or engaging in any practice in relation to personal information for the purposes of these Conditions of Grant as if the Recipient were an agency as defined in the Privacy Act; and
  - 14.1.2 deal with personal information received, created or held by the Recipient for the purposes of these Conditions of Grant only to fulfil its obligations under these Conditions of Grant; and
  - 14.1.3 ensure that any contractor engaged by the Recipient to perform any of the Recipient’s obligations under these Conditions of Grant are contractually bound to comply with the Information Privacy Principles.
- 14.2 The Recipient acknowledges that where it is required to give information to DIISRTE, giving false or misleading information is a serious offence under the Criminal Code.

## **DICTIONARY**

“**Act**” means the *Higher Education Support Act 2003*;

“**Assets**” means personal, real or incorporeal property which has a value of over \$50,000 inclusive of GST created wholly or partly from the Grant, but not including Intellectual Property Rights, Reports or Grant Materials;

“**Auditor-General**” means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

“**Commonwealth Material**” means any Material provided to the HEP by the Commonwealth of Australia

“**Conditions of Grant**” means these conditions of grant;

“**Department**” or “**DIISRTE**” means the Commonwealth of Australia, as represented by the Department of Industry, Innovation, Science, Research and Tertiary Education;

“**Funds**” means the amounts payable by the Commonwealth under this Agreement as specified in the Schedule and any interest earned on those amounts;

“**Grant**” means the grant referred to in the Schedule;

“**Grant Amount**” in relation to any particular HEP, means the amount specified the Schedule in relation to that HEP;

“**Guidelines**” means the *Other Grants Guidelines (Research) 2010*, made under section 238-10 of the Act;

“**HEP**” means an eligible Higher Education Provider as specified in section 16-15 of the Act (Table A Providers) or section 16-20 of the Act (Table B Providers);

“**Intellectual Property Rights**” or “**IPRs**” means all intellectual property rights, including:

- (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
  - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
  - (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,
- whether or not such rights are registered or capable of being registered;

“**Lead agent**” means the organisation referred to in item 2 of the schedule to these Conditions of Grant;

“**Material**” includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“**Minister**” means:

- (a) the Commonwealth Minister for Tertiary Education, Skills, Science and Research; or
- (b) an appropriate officer in the Department with delegated powers of the Minister under the Act, the Regulations or any Guidelines made under section 238-10.

“**Moral Rights**” means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the *Copyright Act 1968* (Cth);

“**Personal information**” has the same meaning as it does in the Privacy Act;

“**Pre-existing Material**” means Material owned or created by a party independent of the research or work conducted under receipt of a Grant;

“**Privacy Act**” means the *Privacy Act 1988*;

“**Report**” means any item designated as a “Report” to be provided in clause 3 of the Conditions of Grant;

“**Secretary**” means the Secretary of the Department;

“**Third-party IPRs**” means the IPRs in any Third-party Material;

and

**“Third-party Material”** means any Material owned by a third party that is:  
(a) included, embodied in or attached to the Agreement Material; or  
(b) used in undertaking the project;

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## SCHEDULE TO THE CONDITIONS OF GRANT

[Note: Schedule to the Conditions of Grant should be no longer than 2 pages]

1. The HEP to receive the Grant is: [INSERT NAME, ABN/ACN]
2. The lead agent is : [INSERT NAME, ABN/ACN]
3. The Project title is: [INSERT PROJECT TITLE]
4. The Grant amount in total is \$[INSERT TOTAL GRANT AMOUNT]
  - a. The Grant will be paid in three payments:
    - i. The sum of \$[INSERT AMOUNT] upon acceptance of CRIS Implementation Plan referred to in clause 3, showing satisfactory preparation for the project in the sole opinion of the General Manager, Research Funding and Infrastructure Branch, a delegate of the Minister for making payments;
    - ii. The sum of \$[INSERT AMOUNT] upon acceptance of CRIS Progress Report 1 referred to in clause 3, showing satisfactory conduct of the project in the sole opinion of the General Manager, Research Funding and Infrastructure Branch, a delegate of the Minister for making payments; and
    - iii. The sum of \$[INSERT AMOUNT] upon acceptance of CRIS Progress Report 2 referred to in clause 3, showing satisfactory conduct of the project in the sole opinion of the General Manager, Research Funding and Infrastructure Branch, a delegate of the Minister for making payments.
5. The date for completion of the Project is: [INSERT DATE – Note: should be 31 December 2014]
6. The Project comprises the following components, which will continue to be offered to researchers on a merit basis under the arrangements put in place under the National Collaborative Research Infrastructure Strategy and/or Super Science Initiative:
  - a. Component 1
  - b. Component 2
  - c. Component 3
  - d. etc

ACKNOWLEDGEMENT AND ACCEPTANCE

As a duly authorised representative of the Recipient specified in Item 1 of the Schedule, I confirm that I have read, understood and accept the conditions pertaining to this grant, including the schedule, and accept the offer of the Grant on those conditions.

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_ 2013