**MULTI-INSTITUTIONAL AGREEMENT (MIA)**

**AUSTRALIAN RESEARCH COUNCIL (ARc)**

**Discovery project GrantS (dp)**

**DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| **ARC Project ID:** | **DP** | **First Grant Year** | **2023** |
| **Project Title:** |  | | |
| **Administering Organisation and its first named Chief Investigator:** | **Org: [Name and ABN]** | CI: | |
| **Other Eligible Organisation(s), Other Organisation(s) and/or Partner Organisation(s)** (collectively the Collaborating Organisation(s)) **and their first named Chief Investigator(s) or Partner Investigators:** (add rows as required) | **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |

**BACKGROUND**

1. ARC Discovery Projects recognise the importance of fundamental research to the national innovation system and supports research undertaken by individual researchers or research teams. The Administering Organisation and the Collaborating Organisations have successfully applied for an ARC Discovery Project Grant.
2. The ARC requires that an Administering Organisation must not allow a Project to commence nor Grant to be expended, until it has entered into a written agreement, in respect of the Project, with each Collaborating Organisation in accordance with the Grant Agreement and the Grant Guidelines.

**THE PARTIES AGREE:**

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

Application means the application submitted by the Administering Organisation to the ARC which describes the Project, a copy of which is set out in Annexure 2.

ARC means the Australian Research Council, as established under the ARC Act.

ARC Act means the *Australian Research Council Act 2001.*

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

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

**Collaborating Organisations** means the Other Eligible Organisations and Other Organisations which are a Party to this agreement.

**Commonwealth** means the Commonwealth of Australia, as represented by the ARC specified in the Grant Guidelines and includes, where relevant, its officers, employees, contractors and agents.

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

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

**Conflict of Interest** means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a Party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that Party participating in the Project. The [*ARC Conflict of Interest and Confidentiality Policy*](http://www.arc.gov.au/arc-conflict-interest-and-confidentiality-policy)is available on the ARC website at [www.arc.gov.au](http://www.arc.gov.au).

**Grant Agreement** means the agreement between the Commonwealth (as represented by the ARC) and the Administering Organisation regarding funding for Discovery Projects to commence in the first Grant year.

**Grant Commencement Date** means 1 January 2023.

**Grant Offer** means the screenshot of the grant offer taken from the ARC’s online Research Management System (RMS) set out in Annexure 1.

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

**Parties** means all Parties to this agreement, and Party means any one of them.

**Project** means the project named in the Details and described in the Grant Offer.

**Project Intellectual Property** means any Intellectual Property created or arising as a direct result of the conduct of the Projectexcluding copyright in a Student’s thesis or work submitted for a higher degree.

**Project Start Date** means the date the last of the Parties executes the Agreement which must be before 31 December 2023, or such other date as may be approved by the ARC.

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

**Specified Personnel** means, in respect of a Party, the Chief Investigator(s) and Partner Investigator(s), named in the Grant Offer, the Details section of this agreement or as otherwise approved by the ARC.

**Student** means a student of any of the Parties to participate in the Project.

1. CONDUCT OF THE PROJECT
   1. The Parties agree:
      * 1. that the management of the Project and the Grant will at all times be in accordance with the Grant Agreement and the Grant Guidelines, including that any revised budget, aims and research plan must be approved by the ARC by the Administering Organisation submitting Variation of Grant Agreement request;
        2. that they have each received a copy of the Application and agree that the roles, budget, contributions, and program of research of each of the Parties in relation to the Project are set out accurately in the Application and this agreement;
        3. that a data management plan must be developed prior to the Project Start Date. The data management plan should be consistent with relevant requirements contained in the *Australian Code for the Responsible Conduct of Research* (2018) and accompanying *Management of Data and Information in Research* guide. The data management plan must be retained and made available to the ARC if requested.
        4. where applicable to put in place an ethics plan prior to the Project Start Date and to ensure that appropriate clearances will be in place before the parts of the Project that require ethical clearances commence. This plan must be retained and made available to the ARC if requested;
        5. to put in place a risk management plan as required under clause A2.1.2 of the Grant Agreement. This plan should detail risks that have been taken into consideration for the Project, including the potential impacts of COVID-19, and how they will be addressed;
        6. to each carry out their roles, contributions and program of research as set out in the Application and this agreement and in accordance with all applicable to the performance of this agreement;
        7. to comply with the Child Safety and Fraud provisions in clause 24 and clause 25 of the Grant Agreement;
        8. that the Project will conform to the principles outlined in the following and their successor documents (where applicable):
2. *Australian Code for the Responsible Conduct of Research* (2018), as amended from time to time;
3. *the National Statement on Ethical Conduct in Human Research* (2007, updated 2018);
4. *NHMRC Ethical conduct in research with Aboriginal and Torres Strait Islander Peoples and communities: Guidelines for researchers and stakeholders* (2018);
5. *Australian Institute of Aboriginal and Torres Strait Islander Studies Guidelines for Ethical Research in Australian Indigenous Studies* (2012);
6. *Australia Council for the Arts Protocols for Producing Indigenous Australian Music; Writing; Visual Arts; Media Arts; and Performing Arts* (2007); and
7. *the Australian Code for the care and use of animals for scientific purposes* (2013).
   * + 1. to each ensure that its Specified Personnel:
8. at all times during their participation in a Project, meet the eligibility criteria specified in the Grant Guidelines and Grant Agreement, and have direct responsibility for the strategic decisions and the communication of results for the Project;
9. have the capacity to make a serious commitment to carrying out the Project and will not assume the role of a supplier of resources for work that will largely be placed in the hands of others;
10. have adequate time and capacity to carry out the Project and have access to basic facilities, where relevant, for the Project;
11. take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their Project;
12. make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from, their Project, and include details of the lodgement or reasons for non-lodgement in the progress reports and the Final Report for the Project;
13. if the Party is an Other Eligible Organisation if requested by the ARC, assess up to 20 new applications per awarded Project per annum for each year of Grant;
14. update and maintain RMS user data in their profile including Field of Research codes and expertise text which would reasonably enable matching of their expertise to ARC applications for the purpose of assignment and assessment, and
    * + 1. to each notify the Administering Organisation in writing in a timely manner if any Specified Personnel is not able to undertake the Project, or to continue to undertake the Project, or wishes to transfer to another organisation.
    1. All Parties shall at all times comply with the requirements of any applicable statutes, regulations, by-laws and requirements of the Commonwealth and any State, Territory or local authority including the *Age Discrimination Act 2004* (Cth), *Disability Discrimination Act 1992* (Cth), *Sex Discrimination Act 1984* (Cth), the *Racial Discrimination Act 1975* (Cth) and *Workplace Gender Equality Act 2012* (Cth) as applicable.
    2. The Administering Organisation and each Collaborating Organisation acknowledge and agree that they are each responsible for notification of research integrity matters in accordance with the *ARC Research Integrity Policy*, and the investigation and management of breaches of the *Australian Code for the Responsible Conduct of Research (2018)* as amended from time to time.
    3. Each Collaborating Organisation agrees not to do or omit to do anything that may cause the Administering Organisation to be in breach of the Administering Organisation’s obligations under the Grant Agreement and Grant Guidelines.
    4. Each Collaborating Organisation agrees to abide by the terms and conditions of the Grant Agreement and Grant Guidelines to the extent that such terms and conditions are applicable to the Collaborating Organisation’s involvement in the Project and to do all things reasonably required to enable the Administering Organisation to meet its obligations under the Grant Agreement and Grant Guidelines, including, without limitation,
       * 1. record keeping, reporting and financial management of the Grant as set out in clauses A5, 15 and 16 of the Grant Agreement;
         2. compliance with the *ARC* [*Open Access Policy*](https://www.arc.gov.au/about-arc/program-policies/open-access-policy#:~:text=The%20ARC%20has%20an%20Open,from%20the%20date%20of%20publication.) and availability of metadata to satisfy the requirements of clause A6.4 and clause 7.4 of the Grant Agreement;
         3. compliance with the *ARC Research Integrity Policy* to satisfy the requirements of clause 28 and 29 of the Grant Agreement;
         4. compliance with the “Research Special Conditions” set out in clause 23 of the Grant Agreement; and
         5. compliance with clause 31 of the Grant Agreement with respect to the protection of personal information (as defined in the *Privacy Act 1988 (Cth)*) and to immediately notify the Administering Organisation when it becomes aware of an actual or possible breach of this clause 31. In carrying out the Activity, each Collaborating Organisation agrees not to send any Personal Information outside of Australia without the prior written approval of the Administering Organisation.
15. PROJECT GRANT
    1. Subject to the ARC providing the Grant to the Administering Organisation, the Administering Organisation will transfer portions of the Grant to the Collaborating Organisation(s) in the amounts set out in Table 1 below.

**Table 1: Distribution of Grant**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Organisation Name** |  | **2023** | **2024** | **2025** | **2026** | **2027** |
| **XYZ University** | Project Funds | $ | $ | $ | $ | $ |
| ABC University | Project  Funds | $ | $ | $ | $ | $ |
| Add AdditionalRows if required | Project Funds | $ | $ | $ | $ | $ |
| Total ARC Grant (indicative only) |  | $ | $ | **$** | **$** | **$** |

* 1. The Parties agree that all expenditure of the Grant will be in accordance with the Application and within the broad structure of the proposed project cost detailed in the Application, unless as otherwise amended by agreement t of the Parties and, if applicable, with the prior approval of the ARC.
  2. Where the Administering Organisation is transferring some of the Grant to the Collaborating Organisation(s), each Collaborating Organisation will, in respect of itself only:
     + 1. submit relevant tax invoices to the Administering Organisation on a quarterly basis; for example, January, April, July, October.
       2. provide an annual financial acquittal to the Administering Organisation by 28 February (or such other date as may be reasonably requested by the Administering Organisation) of each year for the Grant transferred to it in the previous calendar year; and
       3. when a researcher named on the Application leaves the employment of his/her Collaborating Organisation through his/her transfer to another university or otherwise, and the involvement of the host Collaborating Organisation in the Project also ceases, that host Collaborating Organisation will inform the Administering Organisation as soon as practicable after the researcher leaving and will provide a financial acquittal to the Administering Organisation within 30 days of request, if requested to do so by the Administering Organisation.
  3. The contact details for invoices at the Administering Organisation and acquittals for any relevant Collaborating Organisations are provided at Schedule 1.
  4. All amounts referred to in this agreement are expressed exclusive of GST unless otherwise stated. For the purpose of this agreement “GST” means a goods and services tax imposed on the supply of goods and services (including intellectual property) under *A New Tax System (Goods and Services Tax) Act 1999 (*Cth*).* If GST is payable by the Administering Organisation to a Collaborating Organisations on any supply made under this Agreement, the Administering Organisation will, on issue of a complying tax invoice, pay the Collaborating Organisation(s) an amount equal to the GST liability payable by the Collaborating Organisation(s).
  5. Where the Commonwealth has issued a notice under clause 30.2 of the Grant Agreement to the Administering Organisation, a Collaborating Organisation must repay to the Administering Organisation any Funds unspent or not spent in accordance with the Grant Agreement as required by the notice.
  6. Except as otherwise provided in clause 3.5, each Collaborating Organisation agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with its performance of this Agreement.

1. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION
   1. The Parties agree that the ownership of Background Intellectual Property and Background Material is not affected by this agreement and that all Background Intellectual Property remains the property of or controlled by the Party that makes it available for the purpose of carrying out the Project. During the Project a party may transfer Background Material to another party for use in undertaking the Project, but for no other purpose.
   2. Each Party grants to each other a royalty-free, non-exclusive, non-transferable licence to use its Background Intellectual Property to the extent necessary to carry out the Project but for no other purpose.
   3. No representations or warranties are made or given in relation to Background Intellectual Property, however each Party making available Background Intellectual Property acknowledges that to the best of its knowledge, as at the date of signing this agreement without the need to make additional enquiries, conduct searches or seek a legal opinion, such Background Intellectual Property when used in accordance with this agreement will not infringe any third party Intellectual Property rights.
   4. The Parties agree that all rights, title and interest in the Project Intellectual Property will be owned solely by the Party, or jointly by the Parties that created it or contributed to its development or creation and, in the case of jointly owned Project Intellectual Property, the relevant Parties will own the Project Intellectual Property as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property. Each Party’s share of Project Intellectual Property will be dealt with in accordance with the relevant Party’s own Intellectual Property policies, regulations and procedures. The Parties acknowledge that the Intellectual Property arrangements in this clause 4 must take into account maximising the return of benefits to Australia.
   5. Each Party who owns Project Intellectual Property grants to each other Party a non-exclusive, irrevocable, perpetual, royalty free licence to use the Project Intellectual Property for the purpose of the Project.
   6. Subject to requirements to protect potentially commercially valuable Project Intellectual Property and the terms of this Agreement, each Party grants to each other Party a non-exclusive, perpetual, royalty free licence to use the Project Intellectual Property they own for:
      * 1. research, education and training purposes; and
        2. publication purposes (subject to clause 5)

but not for commercialisation. If a Party wishes to sub-license their rights to Project Intellectual Property under this clause 4.6, the Party will notify and obtain prior written consent from each owner of the relevant Project Intellectual Property, which consent must not be unreasonably withheld.

* 1. Each Collaborating Organisation acknowledges that the Administering Organisation may enter into separate agreements with other parties named in the Application as Participating Organisations, and consents to the extension of the licences granted in clauses 4.2, 4.5 and 4.6 to those Participating Organisations.
  2. Each Collaborating Organisation grants or will procure the grant of a perpetual irrevocable, free, world-wide, non-exclusive licence (including the right to sub-licence) to the Administering Organisation to licence, use, reproduce, communicate, modify, publish and adapt any Material the Collaborating Organisation/s own or produced under this Agreement and incorporated into the Application or any report provided by the Administering Organisation to the ARC under the Grant Agreement to the extent required to satisfy clause 18.2 of the Grant Agreement but for no other purpose.
  3. The administration and management of the Project Intellectual Property will comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* and/or any successor document. All Parties acknowledge and agree that they are familiar with the current Intellectual Property and patent landscape for the research areas included in the Application.
  4. The Parties agree that copyright in a Student’s thesis will be owned by the Student but the Party where the Student is enrolled will ensure that the Student enters into written arrangements which are consistent with the terms of clause 4 of this agreement before the Student commences any research activities on the Project.
  5. All Parties are committed to appropriate recognition of contributions to invention and exploitation of Intellectual Property for the benefit of the Australian community.
  6. The Parties each agree to ensure that their respective staff working on the Project promptly provide to the Administering Organisation written notice (within a reasonable time) of any Project Intellectual Property that may have potential commercial value if and when such staff become aware of such Project Intellectual Property. The Parties who own Project Intellectual Property (as determined in accordance with clause 4.4) shall decide jointly what, if any, measures should be taken to protect the identified Project Intellectual Property.
  7. In relation to the commercialisation of Project Intellectual Property, the Parties who own Project Intellectual Property (as determined in accordance with clause 4.4) will negotiate in good faith and using all best endeavours to agree the terms of any program of commercialisation so as to fairly share in any commercial return associated with the Project and the Project Intellectual Property. The relevant Parties must enter into an agreement prior to the exploitation of the Project Intellectual Property that includes an agreed share of any net commercialisation returns (such share to be negotiated in good faith).
  8. Each Party acknowledges that all Confidential Information disclosed by one Party to another, whether existing prior to the Project Start Date or created in the course of the Project, is confidential, shall be kept confidential and shall not be disclosed by the Receiving Party to any third party without the prior written consent of the Disclosing Party, except where disclosure is required by law, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, each Party may disclose Confidential Information received by it under this agreement to its officers, employees and Students who have a need to know such Confidential Information for the purposes of the Project provided that such officers, employees and Students agree to treat such Confidential Information in accordance with this clause 4.13.
  9. Notwithstanding clause 4.14, the Administering Organisation may, after notifying the Disclosing Party, disclose Confidential Information to the ARC, if required by the ARC under the terms of the Grant Agreement and each Collaborating Organisation acknowledges that the ARC may use and disclose the Confidential Information in accordance with clause 32.3 of the Grant Agreement.
  10. The Parties acknowledge that any Party which has a Student involved on the Project, may have obligations under its respective statutes to deposit in the library a copy of a Student’s completed thesis or work submitted for a higher degree. Nothing in this agreement affects the operation of those statutes or creates any obligations contrary to those statutes.
  11. Subject to clause 4.4, Material created during the Project (Project Material) will be owned by the Party that created it or contributed to its development or creation.
  12. Subject to clause 4.6, each Party grants to each other access to the Project Material to the extent necessary to use for the purpose of the Project but for no other purpose.

1. PUBLICATIONS, PUBLICITY & ACKNOWLEDGMENTS
   1. Subject to clause 4.15, each Collaborating Organisation agrees to provide the Administering Organisation with any publications, promotional and advertising material resulting from the Project in order for the Administering Organisation to comply with its obligations under clauses 7.2 and 7.3 of the Grant Agreement.
   2. Notwithstanding clause 5.1, each Collaborating Organisation agrees to ensure that any publications, for which their Specified Personnel are listed as an author and that result from the Project comply with the obligation to include acknowledgement of the ARC’s funding, including the ARC Project ID, in accordance with clauses 7.2, 7.3, and 7.4 of the Grant Agreement.
   3. The Parties agree that all Research Outputs and metadata arising from the Project will be made openly accessible in the timeframes and in accordance with clauses A6.4 and 7.4 of the Grant Agreement.
   4. The Parties are entitled to publish the results of the project subject to clause 5.5.
   5. The publishing Party will provide a copy of the proposed publication to each other Party at least 30 days in advance of submitting for publication. The other Parties may provide comments and/or reasonable amendments to the publication to protect their Confidential Information and/or Intellectual Property, including requesting removal or delay to the inclusion of information which may pre-empt the publication of their Project Intellectual Property, provided this is not jointly owned with the publishing Party. Any such comments and/or amendments must be given to the publishing Party in writing no later than 15 days before the publication is proposed to be submitted. If no such comments or amendments are provided within the 15-day period, the publishing Party can submit the proposed publication, subject to any applicable requirements under the Grant Agreement. Where a Party requests that the proposed publication be amended in accordance with this clause 5.5, the publishing Party will use all reasonable efforts to amend the proposed publication accordingly and, if requested, delay submission of the publication for a period not exceeding 6 months to allow appropriate registration of any registrable Intellectual Property.
   6. If a Collaborating Organisation is required to announce its involvement in the Project to the Australian Securities Exchange, this must only be done once this Agreement has been executed.
2. CONFLICT OF INTEREST
   1. All Parties including Specified Personnel involved in or associated with a Project are required to disclose to each other any actual or potential Conflict of Interest. which have the potential to influence, or appear to influence, the research and activities of the Project, publications and media reports, or requests for funding related to the Project.
   2. If a Conflict of Interest exists or arises, the Administering Organisation must:
      * 1. have documented processes in place for managing the Conflict of Interest for the duration of the Project. Such processes must comply with the *Australian Code for the Responsible Conduct of Research (2018)* the *ARC Conflict of Interest* *and* *Confidentiality Policy* and any relevant successor document; and
        2. notify the ARC within two weeks of the outcome of any investigation into potential breaches of the *Australian Code for the Responsible Conduct of Research* (2018).
3. TERM AND TERMINATION OF AGREEMENT
   1. This agreement commences on the later of the ARC Grant Commencement Date and the date that this agreement is last signed by a Party, which must be on or before the Project Start Date and will end on the date on which all obligations under the Grant Agreement have been fulfilled unless otherwise terminated in accordance with this agreement.
   2. The Administering Organisation may terminate this agreement or a Collaborating Organisation’s involvement in the agreement if:
      * 1. the ARC ceases to provide Grant for the Project or if the ARC Grant Agreement is terminated for any reason, in accordance with clause 35 or 37 of the Grant Agreement, in which case the Administering Organisation will promptly notify the Collaborating Organisations; or
        2. a Collaborating Organisation breaches a material term of this agreement and such breach, where capable of remedy is not rectified within 30 days of receiving notice of the breach by the Administering Organisation to the Collaborating Organisation.
   3. If the Administering Organisation receives notice that a Collaborating Organisation wishes to withdraw its involvement in the Project the Administrating Organisation will seek, in accordance with the Grant Agreement, the remaining Parties consent to terminate this agreement or continue the Project with the remaining Collaborating Organisations. Where the Parties elect to proceed with the Project they will do all things necessary to amend this agreement to reflect the new arrangements.
   4. Upon termination of this agreement, the Parties must immediately take all available and reasonable steps to stop any further expenditure of the Grant on the Project, provide the reports required by this agreement, within the timeframes specified in this agreement, and each Collaborating Organisation will reasonably assist the Administering Organisation to comply with a request from the ARC to recover any unspent Funds as at the date of termination from the Administering Organisation.
   5. The Parties may immediately terminate this agreement by mutual consent in writing, subject to any approvals required under the Grant Agreement.
   6. In the event that a Collaborating Organisation withdraws or their participation in the agreement is terminated in accordance with this agreement, the Collaborating Organisation:
      * 1. grants to the Administering Organisation the ability to grant to any future party to this agreement, a licence that meets the description of clauses 4.2, 4.5, 4.6 and 4.7; and
        2. continues to grant to the other Parties a licence that meets the description of clauses 4.2, 4.5, 4.6 and 4.7, and
        3. continues to be bound by the applicable obligations set out in clause 7.8 that survive the termination of this agreement.
   7. After the expiration or termination of this Agreement, unless agreed otherwise between the Parties, a Party shall retain ownership of any Assets it purchased using the Funds allocated to it.
   8. Obligations contained in clauses 2.3, 2.5, 4.6, 4.7, 4.8,4.12 4.14, 4.15, 4.15, 4.16, 4.17, 4.18 5, 6, 7.4, 7.6, 7.7, 8, 9.2, 9.4, 9.7 and any other provisions intended by the Parties to survive termination or expiration, will survive termination or expiration of this agreement.
4. INDEMNITY AND INSURANCE
   1. Each Collaborating Organisation must indemnify the Administering Organisation against all claims, demands, suits, liabilities, costs, expenses, damages and losses:
      * 1. suffered or incurred by the Administering Organisation arising out of or connection with any actual or alleged infringement of a third party’s IP rights where the Administering Organisation must indemnify the Commonwealth and its Indemnitees in accordance with clause 17.7 of the Grant Agreement; and
        2. arising out of or in connection with any wilful, unlawful or negligent act or omission of the Collaborating Organisation in connection with this agreement, where the Administering Organisation must indemnify the Commonwealth, its officers, employees and contractors in accordance with clause 26.1 of the Grant Agreement.
   2. Each Collaborating Organisations’ liability to indemnify the Administering Organisation under:
      * 1. clause 8.1(a) shall be reduced proportionately to the extent that a claim under it results from the Commonwealth’s or the Administering Organisation’s (or the Administering Organisation’s officers’, employees’ or agents’) negligence or wilful misconduct;
        2. clause 8.1(b), shall be reduced proportionally to the extent that any act or omission involving fault on the part of the Commonwealth, Administering Organisation, or the Administering Organisation’s officers, employees or agents contributed to the claim, loss or damage.
   3. Except for liability under clause 8.1, no Party will be liable to any other Party in connection with this agreement in contract, tort (including negligence), under statute, under any action, claim or liability, or under any other basis in law or equity for any loss of an indirect or consequential nature whether or not such loss, or the possibility of such loss, was foreseeable, could have been contemplated by, or was notified to, the other Party.
   4. Each Collaborating Organisation agrees to maintain adequate insurance (or equivalent cover) to cover any liability arising as a result of their participation in this Project for as long as such obligations remain in connection with this Agreement and provide proof of such insurance to the Administering Organisation upon request.
5. GENERAL
   1. If the Administering Organisation receives a notice that a Collaborating Organisation wishes to withdraw its support for a Project or reasonably believes that a Collaborating Organisation is in default of its obligations under this agreement, the Administering Organisation will immediately notify the ARC.
   2. If any dispute or difference arises in connection with this agreement, then the Parties shall negotiate in good faith using their best endeavours to resolve the dispute or difference. If the dispute or difference cannot be resolved in the first instance, the Parties agree to refer the dispute to, as applicable, the Deputy Vice-Chancellors (Research) or Chief Executive Officers, or equivalent, or their nominees. Nothing in this clause will prevent a party from seeking urgent interlocutory relief.
   3. This agreement may be signed in any number of counterparts, each of which will be an original (and any electronic copy of same will be deemed to be an original), and all executed counterparts will together constitute one agreement. If this agreement is signed in counterparts, the date of this agreement is the date on which the last counterpart is signed by the last Party.
   4. If any clause or part thereof is held by a court to be invalid or unenforceable such clause or part thereof shall be deemed deleted from this agreement and this agreement shall otherwise remain in full force and effect.
   5. No addition to or modification of any provision of this agreement shall be binding upon the Parties unless by written instruction signed by each of the Parties.
   6. Any failure by a Party to compel performance by the other Party of any of the terms and conditions of this agreement will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.
   7. This agreement shall be governed by and construed in accordance with the laws for the time being in force in the Australian State or Territory in which registered address of the Administering Organisation is located and the Parties agree to submit to the non-exclusive jurisdiction of the courts of that State or Territory.
   8. If a right, duty or an obligation or liability under this agreement applies to more than one Party then each such Party is entitled to the right or liability severally and not jointly, nor jointly and severally in respect of that right, duty, obligation or liability.
   9. This agreement does not create a partnership, agency, fiduciary or other relationship between the Parties and no Party is liable for the acts or omissions of any other Party except as set out in this agreement.
   10. Any notice under this agreement shall be given in writing and delivered by hand or sent by pre-paid post or facsimile or other form of electronic transmission to the authorised signatory of a Party.
   11. Except as expressly permitted under this agreement, a Party must not assign or otherwise transfer, create any charge, trust or other interest in or otherwise deal in any other way with any of its rights under this agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.
   12. No party will be liable for the consequences of any delays or failure to carry out the Project where such delay or failure is due to any event beyond the party’s reasonable control, including without limitation, acts of God, pandemic, fire, flood, accident, terrorism, strike and riot.
6. SPECIAL CONDITIONS
   1. Any special conditions relating to the Project are set out in the Grant Offer.

**Agreed to by the following Parties:**

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

1. – Contact Details

A. Contact details at Administering Organisation:

|  |  |
| --- | --- |
| Notice details | |
| Notice contact name | <Insert Name> |
| Position | <Insert Title> |
| Physical address | <Insert Address> |
| Postal address | <Insert Address> |
| Email | <Insert email> |
| Invoicing details | |
| Invoicing contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |
| Invoice reference | <Insert reference or mark as NA if not used)> |
| Acquittals details (person/unit) | |
| Acquittals contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |
| Invoice reference | <Insert reference or mark as NA if not used)> |

B. Contact details at each Collaborating Organisation

*(Notice details should be completed in all instances. Acquittals details should be provided where the Collaborating Organisation is in receipt of ARC funding as set out in Table 1)*:

|  |  |
| --- | --- |
| [Name of Collaborating Organisation]  Notice details | |
| Notice contact name | <Insert Name> |
| Position | <Insert Title> |
| Physical address | <Insert Address> |
| Postal address | <Insert Address> |
| Email | <Insert email> |
| Acquittal details (person/unit) | |
| Contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |
| **Payment details** | |
| Bank account name | <Insert bank account name> |
| BSB | <Insert BSB> |
| Bank account number | <Insert bank account number> |

|  |  |
| --- | --- |
| [Name of Collaborating Organisation]  Notice details | |
| Notice contact name | <Insert Name> |
| Position | <Insert Title> |
| Physical address | <Insert Address> |
| Postal address | <Insert Address> |
| Email | <Insert email> |
| Acquittal details (person/unit) | |
| Contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |
| **Payment details** | |
| Bank account name | <Insert bank account name> |
| BSB | <Insert BSB> |
| Bank account number | <Insert bank account number> |

1. - Grant Offer

[Insert screenshot of the Grant Offer provided in RMS]

1. – Application

[Insert full Application]