Department of Industry, Innovation and Science

CRC Funding Agreement [insert number]

[insert CRC Title]

Commonwealth of Australia (Commonwealth)

[insert Company name] (Recipient)
Details

Date  
______ / ____________/__________
  day  month  year

Parties

Name  The Commonwealth of Australia as represented by the Department of Industry, Innovation and Science
Short form name  Commonwealth
ABN 74 599 608 295

Name  [insert name of Recipient]
Short form name  Recipient
ABN [insert Recipient’s ABN]

Background

A This Agreement is made pursuant to the Cooperative Research Centres Programme (the Programme). The Programme aims to improve the competitiveness, productivity and sustainability of Australian industries through industry-led and outcome-focused collaborative research partnerships.

B The Commonwealth provides the Grant Funds under the Programme to support the Activities of the [name of CRC] (“the CRC”). The Grant Funds are provided to the Recipient, also referred to as the CRC Entity in the Guidelines, constituted by its corporate constitution to operate, govern and manage the CRC and the arrangements between the Recipient and the Participants as set out in the Participants Agreement.

C The Recipient and the Participants have, or will have within the time period stipulated in this Agreement, entered into the Participants Agreement to establish, manage, govern and otherwise participate in the CRC.

D The CRC will, wherever appropriate, engage on an ongoing basis with one or more relevant Industry Growth Centres in order to share knowledge, experience and resources and achieve common goals.

E The Commonwealth is required by law to ensure accountability for the Grant Funds and accordingly the Recipient is required to be accountable for all Grant Funds received.

F The Commonwealth has agreed to provide the Grant Funds to the Recipient for the purposes of the Activities, subject to the terms and conditions of this Agreement.

G The Recipient accepts the Grant Funds for the purposes of the Activities, and subject to the terms and conditions of this Agreement.
### Funding Agreement

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# Agreed terms

## Part 1 – Activities and funds

### 1. Definitions and interpretation

#### 1.1 Defined terms

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

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</tr>
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<tr>
<td>Accounting Standards</td>
<td>the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the <em>Australian Securities and Investments Commission Act 2001</em> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.</td>
</tr>
<tr>
<td>Activities</td>
<td>the activities of the CRC set out in Schedule 2.</td>
</tr>
<tr>
<td>Activity Plan</td>
<td>a plan to be provided in accordance with clause 12 and Schedule 3.</td>
</tr>
<tr>
<td>Advisers</td>
<td>(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.</td>
</tr>
<tr>
<td>Agreed Terms</td>
<td>clauses 1 to 31 of this Agreement, which set out terms and conditions agreed by the parties.</td>
</tr>
<tr>
<td>Agreement</td>
<td>this funding agreement between the Commonwealth and the Recipient, as varied from time to time in accordance with clause 31.4, and includes its Schedules and any attachments.</td>
</tr>
<tr>
<td>Agreement Material</td>
<td>any Material created on or following the Commencement Date, for the purpose of or as a result of the Recipient performing its obligations under this Agreement.</td>
</tr>
<tr>
<td>Agreement Period</td>
<td>the period from the Commencement Date to the End Date.</td>
</tr>
<tr>
<td>Annual Report</td>
<td>a Report to be provided in accordance with clause 12 and item 2 of Schedule 3.</td>
</tr>
<tr>
<td>Asset</td>
<td>any item of tangible property purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Grant Funds, but does not include Agreement Material.</td>
</tr>
<tr>
<td>Budget</td>
<td>the budget set out in Schedule 5, as varied from time to time in accordance with this Agreement.</td>
</tr>
<tr>
<td>Business Day</td>
<td>a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the Notice is received.</td>
</tr>
<tr>
<td>Capital Item</td>
<td>an Asset of durable nature, the purchase price of which exceeds $20,000.</td>
</tr>
<tr>
<td><strong>Chairperson</strong></td>
<td>the person who is the chair of the CRC Board and is independent of, and has no financial interest in, the Participants.</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Chief Executive Officer</strong></td>
<td>the person appointed as the Chief Executive Officer of the CRC (whether known as Chief Executive Officer or another title such as director or manager).</td>
</tr>
<tr>
<td><strong>Commencement Date</strong></td>
<td>the date on which this Agreement commences, as specified in item 6 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Commonwealth</strong></td>
<td>the Commonwealth as specified in item 1 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Commonwealth Material</strong></td>
<td>any Material provided to the Recipient by the Commonwealth, including the Material (if any) specified in item 13 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Commonwealth Representative</strong></td>
<td>the person identified in item 3 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Confidential Information</strong></td>
<td>information that is by its nature confidential and:</td>
</tr>
<tr>
<td>(a)</td>
<td>is designated by a party as confidential and is described in item 18 of Schedule 1; or</td>
</tr>
<tr>
<td>(b)</td>
<td>a party knows or ought to know is confidential, but does not include:</td>
</tr>
<tr>
<td>(c)</td>
<td>information that is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligation.</td>
</tr>
<tr>
<td><strong>Corporations Act</strong></td>
<td>the Corporations Act 2001 (Cth).</td>
</tr>
<tr>
<td><strong>CRC</strong></td>
<td>the Cooperative Research Centre identified at Background B, being the collaboration between the Recipient and the Participants to undertake the Activities as determined by the arrangements set out in the Participants Agreement.</td>
</tr>
<tr>
<td><strong>CRC Advisory Committee</strong></td>
<td>the Cooperative Research Centres Advisory Committee is a committee of Innovation and Science Australia established under the Industry Research and Development Act 1986.</td>
</tr>
<tr>
<td><strong>CRC Board</strong></td>
<td>the board of the Recipient, being the natural persons (a majority of whom should be independent of the Participants) with general industry experience and management expertise and skills who must employ good practice in the governance and management of the CRC.</td>
</tr>
<tr>
<td><strong>CRC Indicia</strong></td>
<td>the terms &quot;CRC&quot;, &quot;CRC Projects&quot;, &quot;CRC-P&quot;, &quot;Cooperative Research Centre&quot; and the Programme logo and any additional items specified by the Commonwealth from time to time.</td>
</tr>
<tr>
<td><strong>Department</strong></td>
<td>the Department of Industry, Innovation and Science and its successors that administer the Programme.</td>
</tr>
<tr>
<td><strong>End Date</strong></td>
<td>the date on which this Agreement will end (unless terminated earlier), as specified in item 7 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Financial Year</strong></td>
<td>the Australian financial year beginning 1 July and ending 30 June.</td>
</tr>
<tr>
<td><strong>Funding Period</strong></td>
<td>the period specified as such in Schedule 4; however, the Funding Period ends if this Agreement is terminated earlier.</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Grant Funds</strong></td>
<td>the amounts payable by the Commonwealth under this Agreement as specified in Schedule 4.</td>
</tr>
<tr>
<td><strong>Guidelines</strong></td>
<td>the Programme Guidelines listed under item 8 of Schedule 1, and any other guidelines issued by the Commonwealth from time to time in relation to the Programme and its administration.</td>
</tr>
<tr>
<td><strong>Industry Entity</strong></td>
<td>an entity where the majority of its revenue is not derived from any government, capable of deploying research outputs in a commercial context, excluding a Research Organisation.</td>
</tr>
<tr>
<td><strong>Industry Growth Centres</strong></td>
<td>not-for-profit companies limited by guarantee responsible for delivering the ‘Industry Growth Centres Initiative’.</td>
</tr>
<tr>
<td><strong>Intellectual Property Rights</strong></td>
<td>all intellectual property rights, including:</td>
</tr>
<tr>
<td></td>
<td>(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;</td>
</tr>
<tr>
<td></td>
<td>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</td>
</tr>
<tr>
<td></td>
<td>(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.</td>
</tr>
<tr>
<td><strong>Law</strong></td>
<td>any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.</td>
</tr>
<tr>
<td><strong>Material</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Milestone</strong></td>
<td>a stage of completion of the Activities as set out in Schedule 2.</td>
</tr>
<tr>
<td><strong>Moral Rights</strong></td>
<td>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).</td>
</tr>
<tr>
<td><strong>Notice</strong></td>
<td>a notice, demand, consent, approval or communication issued under this Agreement.</td>
</tr>
<tr>
<td><strong>Other Financial Assistance</strong></td>
<td>the financial assistance received by the Recipient or a Participant as set out in clause 7.5.</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>the outcomes from the Activities, as set out in Schedule 2.</td>
</tr>
<tr>
<td><strong>Outputs</strong></td>
<td>the end products of the Activities, which may include products, publications, patents, prototypes and student completions.</td>
</tr>
<tr>
<td><strong>Participants</strong></td>
<td>the persons, bodies or organisations, other than the Recipient, who have agreed to support and provide Participant Contributions to the CRC for the Activities, and are signatories to the Participants Agreement.</td>
</tr>
<tr>
<td><strong>Participants Agreement</strong></td>
<td>contractual arrangement(s) entered into by the Recipient and the Participants for the purposes of carrying out the CRC’s Activities.</td>
</tr>
<tr>
<td><strong>Participant Contributions</strong></td>
<td>the cash, personnel, facilities and services to be provided by Participants to the CRC, from their own resources, for the purposes of undertaking the Activities as specified in Schedule 5.</td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
<td>in relation to a party, any employee, officer, agent, or professional adviser of that party, and in the case of the Recipient, of any subcontractor.</td>
</tr>
<tr>
<td><strong>Pre-existing Material</strong></td>
<td>Material owned by a party before execution of this Agreement, including any Material specified in item 14 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Privacy Act</strong></td>
<td><em>Privacy Act 1988</em> (Cth) as amended from time to time.</td>
</tr>
<tr>
<td><strong>Programme</strong></td>
<td>the programme referred to in item 5 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Quarter</strong></td>
<td>a period of 3 months or, where the context necessitates, part or multiples of that period, ending on 31 March, 30 June, 30 September or 31 December.</td>
</tr>
<tr>
<td><strong>R&amp;D Tax Incentive</strong></td>
<td>is established by Division 355 of the <em>Income Tax Assessment Act 1997</em> with functions relating to its administration included in the <em>Industry Research and Development Act 1986</em> (Cth).</td>
</tr>
<tr>
<td><strong>Recipient</strong></td>
<td>the incorporated company, also referred to as the CRC Entity in the Guidelines, established to govern and manage the CRC as specified in item 2 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Recipient Representative</strong></td>
<td>the person identified in item 4 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Reports</strong></td>
<td>the reports to be provided under clause 12.2.</td>
</tr>
<tr>
<td><strong>Research Organisation</strong></td>
<td>all higher education providers listed at Table A and Table B of the <em>Higher Education Support Act 2003</em>, as amended from time to time, as well as Federal, State and Territory government departments or agencies which undertake publicly funded research. This includes, but is not limited to the Commonwealth Scientific and Industrial Research Organisation, Defence Science and Technology Organisation, Australian Institute of Marine Science and Australian Nuclear Science and Technology Organisation.</td>
</tr>
<tr>
<td><strong>Resolution Institute</strong></td>
<td>the dispute resolution association with that name and the Australian Business Number 69 008 651 232.</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Schedules</strong></td>
<td>the schedules to this Agreement.</td>
</tr>
<tr>
<td><strong>Shortfall</strong></td>
<td>any deficit in the total contributions received by the Recipient during a Financial Year and the contributions which should have been received by the Recipient during that Financial Year as specified in Schedule 5.</td>
</tr>
<tr>
<td><strong>SME</strong></td>
<td>a small to medium sized business with fewer than 200 employees.</td>
</tr>
<tr>
<td><strong>Specified Personnel</strong></td>
<td>the Personnel (if any) specified in item 12 of Schedule 1.</td>
</tr>
<tr>
<td><strong>Third Party Contributions</strong></td>
<td>cash and in-kind contributions provided by a person, body or organisation other than the Recipient or a Participant, which is immediately available for use by the CRC for the Activities, but does not include the Grant Funds or anticipated future earnings.</td>
</tr>
<tr>
<td><strong>Third Party Material</strong></td>
<td>Material owned by a third party that is:</td>
</tr>
<tr>
<td></td>
<td>(a) included, embodied in or attached to the Agreement Material; or</td>
</tr>
<tr>
<td></td>
<td>(b) used in undertaking the Activities.</td>
</tr>
<tr>
<td><strong>Utilisation</strong></td>
<td>technology transfer and take-up and use of research Outputs.</td>
</tr>
<tr>
<td></td>
<td>Commercial utilisation includes the manufacture, sale, hire or other exploitation of a product or process, or the provision of a service, incorporating Agreement Material, or licensing of any third party to do any of those things, or otherwise licensing or assigning Agreement Material.</td>
</tr>
<tr>
<td><strong>WHS Act</strong></td>
<td>the <em>Work Health and Safety Act 2011</em> (Cth) and any corresponding WHS law as defined in that Act.</td>
</tr>
<tr>
<td><strong>WHS Laws</strong></td>
<td>the WHS Act, regulations made under the WHS Act and any Code of Practice approved for the purpose of the WHS Act.</td>
</tr>
</tbody>
</table>

### 1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to $A, $A, dollar or $ is to Australian currency;

(f) a reference to time is to Canberra, Australia time;

(g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;

(n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

(o) headings are for ease of reference only and do not affect interpretation.

1.3 Completion of Schedules
To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, those items will be taken to be 'not applicable' for the purpose of this Agreement.

2. Priority of documents
If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

(a) Agreed Terms;

(b) Schedules;

(c) any attachments to the Schedules;

(d) Guidelines; and

(e) documents incorporated by reference in this Agreement.

3. Duration of Agreement
This Agreement begins on the Commencement Date and continues until the End Date unless terminated in accordance with clause 28 or when the Recipient has completed all of the reporting obligations to the Commonwealth, whichever is the later.

4. Activities
4.1 Undertaking the Activities
The Recipient, in collaboration with the Participants, must:

(a) undertake the Activities to achieve the Outcomes;
undertake the Activities diligently, effectively, to a high professional standard and in accordance with:

(i) all applicable Laws;
(ii) any Guidelines specified in item 8 of Schedule 1; and
(iii) any Commonwealth policies and specific requirements set out in item 9 of Schedule 1;

(c) complete the Activities within the Agreement Period; and

(d) meet the due dates for the Milestones, as specified in Schedule 2.

4.2 Acknowledgement of support
The Recipient must, and must ensure that Participants, in all:

(a) publications (including reprints, and despite whether published by the Recipient or other persons) that are a result of the Activities;

(b) products, processes or inventions developed as a result of the Activities; and

(c) promotional and advertising materials, public announcements, events and activities relating to the Activities;

acknowledge the financial and other support received from the Commonwealth:

(d) through reference to the Programme;

(e) through prominent display of the CRC Indicia; and

(f) by reference to any acknowledgement specified in item 10 of Schedule 1 or as otherwise approved by the Commonwealth prior to its use.

4.3 Warranties
The Recipient represents and warrants that:

(a) it has the right to enter into this Agreement;

(b) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge, expertise and competence to undertake the Activities and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Activities, and are fit and proper people;

(i) if the Recipient is a trustee, it enters this Agreement personally and in its capacity as trustee and has the power to perform its obligations under this Agreement;

(c) if relevant and applicable, it is compliant with the Workplace Gender Equality Act 2012 (Cth) (WGE Act) and that:

(i) if it becomes non-compliant with the WGE Act during the Agreement Period, the Recipient must notify the Commonwealth as soon as practicable;

(ii) if the Agreement Period exceeds 18 months, the Recipient must provide a current letter of compliance under the WGE Act within 18 months from the Commencement Date and following this, annually to the Commonwealth; and

(iii) compliance with the WGE Act does not relieve the Recipient from its responsibility to comply with its other obligations under this Agreement.
5. Management and Governance of the CRC

5.1 Governance

The Recipient must ensure that the CRC Board manages and governs the CRC, and that the Activities are at all times carried out in accordance with this Agreement. At all times the Recipient must ensure that the CRC Board operates the CRC to the same fiduciary and good governance standards that apply to incorporated bodies under Australian law. For the avoidance of doubt, this clause does not limit the ways in which the Recipient may participate in the CRC.

5.2 In the event the Recipient is unable to meet obligations

The Recipient must notify the Commonwealth immediately upon becoming aware of any circumstances that are likely to adversely affect the Recipient’s ability to comply with the terms of this Agreement, in particular its solvency or ability to ensure that the Activities are carried out in accordance with this Agreement. The giving of Notice by the Recipient pursuant to this clause 5.2, will not, in any way, limit the obligations of the Recipient under this Agreement or excuse the Recipient in any way from the performance of those obligations.

5.3 Constitution to be consistent with obligations under this Agreement

The Recipient must:

(a) ensure that its corporate constitution is consistent with the obligations under clauses 4 and 5.1, and otherwise allows it to meet its obligations under this Agreement;

(b) ensure no variation or alteration is made to any arrangement described in clause 5.3(a) that is, or may be, inconsistent with this Agreement without the prior written consent of the Commonwealth; and

(c) provide the Commonwealth with a copy of any proposed alteration or variation described under clause 5.3(b) within 10 Business Days of completion of the change.

5.4 CRC Board

The Recipient must:

(a) ensure that the Chairperson of the CRC Board is independent of each Participant and the management of the CRC and is free of any business or other relationship that could materially interfere with, or could reasonably be perceived to materially interfere with, the exercise of their unfettered and independent judgment;

(b) ensure the appointment of appropriate persons to the CRC Board, which should comprise a majority of members who are independent of the Participants;

(c) ensure that the Chairperson and Chief Executive Officer are not the same individual;

(d) subject to clause 5.4(e) below, use its best efforts to ensure that the Chairperson and each of the CRC Board members is a fit and proper person for the relevant position at the date of appointment and for the duration of their appointment, including as specified below:

(i) the person must not have been convicted of an offence under a law of the Commonwealth or of a State or Territory;

(ii) the person must not have been bankrupt, applied to take the benefit of a law for the benefit of bankrupt or insolvent debtors, compounded with his or her creditors or assigned his or her remuneration for the benefit of creditors;

(iii) the person must not have been disqualified from managing corporations under Part 2D.6 of the Corporations Act 2001;
(iv) the person is of sufficiently good fame and character that association with the Commonwealth would not bring the Commonwealth into disrepute if they were a member of the CRC Board; and

(v) the public is likely to have confidence in the person's reputation and suitability to be involved in an organisation that is receiving public monies; and

(e) if it becomes aware that the Chairperson or a member of the CRC Board is no longer a fit and proper person as specified under this clause 5.4, promptly notify the Commonwealth and remove the person from the relevant position in accordance with clauses 14.3 and 14.4.

6. Participant Obligations

6.1 Participants

The Recipient must ensure all Participants have been approved by the Commonwealth and are listed in Schedule 6 and must ensure that at all times it has among the Participants, at least:

(a) one Australian Industry Entity; and

(b) one Australian Research Organisation.

6.2 Change of Participants

Subject to clauses 6.1 and 6.3 and any other obligations under this Agreement, the Recipient may substitute or change Participants during the Agreement Period, with the Commonwealth's prior written approval.

6.3 Notification of change of Participants

Payment of Grant Funds is dependent on the ongoing support of the CRC by the Recipient and the Participants. The Recipient must notify the Commonwealth at least 60 days prior to any proposed substitution or change of a Participant. This Notice must include:

(a) the details of the exiting Participant(s) and their reason for leaving, details of any incoming Participant(s), and a breakdown comparison of their contributions to enable side by side comparison of component parts;

(b) the amount of any Shortfall in the Budget for that Financial Year, or any future Financial Years that is anticipated to arise from the substitution or change in Participant, and any steps the Recipient proposes to take to resolve or otherwise deal with the Shortfall; and

(c) an assessment as to the degree to which the CRC’s viability or capacity to undertake the Activities and achieve the Milestones is likely to be affected.

If after receiving a Notice under this clause 6.3, the Commonwealth is reasonably satisfied that the proposed substitution or change of a Participant is likely to impact on the CRC’s capacity to undertake the Activities or achieve the Milestones, the Commonwealth, at its sole discretion and on 10 Business Days’ Notice to the Recipient, may, without limiting any of its other rights under this Agreement, reduce or suspend payment of the Grant Funds until the Commonwealth is satisfied that a suitable substitute or replacement Participant is proposed.

6.4 Participants Agreement

The Recipient must ensure that it and all Participants enter into a Participants Agreement to undertake the Activities. For the entire term of this Agreement, the Participants Agreement will require the Participants to:

(a) undertake the Activities at the times and in the manner specified in the Schedules to this Agreement;
(b) make the Participant Contributions to the Recipient which are specified in Schedule 5 of this Agreement;

(c) cooperate with and provide to the Recipient any information about the Participant Contributions and the Activities reasonably required by the Recipient;

(d) be bound to equivalent terms and conditions to those of this Agreement, except where due to the context it is not relevant to do so; and

(e) where terms of this Agreement are expressed to survive termination or expiry of this Agreement, the equivalent terms used in the Participants Agreement will also be expressed to survive termination or expiry of the Participants Agreement.

6.5 Participants Agreement to be consistent with obligations under this Agreement

The Recipient must:

(a) ensure the Participants Agreement and any other contractual arrangements allow the Recipient to meet its obligations under this Agreement, and ensure the Participants Agreement requires the Participants to comply with obligations consistent with those contained in:

(i) Clause 6.6 (Breach of the Participants Agreement);
(ii) Clause 16.3 (Intellectual Property Rights in Agreement Material);
(iii) Clause 19.2 (Participant Insurance);
(iv) Clause 21 (Confidentiality);
(v) Clause 22 (Work health and safety);
(vi) Clause 23 (Protection of personal information);
(vii) Clause 24 (Conflict of interest);
(viii) Clause 25 (Books and records);
(ix) Clause 26 (Audit and access);
(x) Clause 29 (Survival);
(xi) Clause 31.14 (Relationship);
(xii) Clause 31.16 (False or misleading information);
(xiii) Clause 31.17 (Safe and ethical research); and
(xiv) Clause 31.18 (Responsible conduct of research).

(b) make reasonable endeavours to enforce any rights the Commonwealth may have in the Participants Agreement, including but not limited to those rights arising as a result of clause 6.5(a), where directed to do so by the Commonwealth;

(c) ensure no variation or alteration is made to any arrangement described in clause 6.5(a) that is, or may be, inconsistent with this Agreement without the prior written consent of the Commonwealth; and

(d) provide the Commonwealth with a copy of any proposed alteration or variation described under clause 6.6(c) within 10 Business Days of completion of the change.
6.6 **Breach of the Participants Agreement**

The Recipient must, within 5 Business Days of becoming aware of a breach or suspected breach of the Participants Agreement that would affect the Recipient's ability to comply with its obligations under this Agreement:

(a) provide Notice to the Commonwealth of that breach or suspected breach;
(b) provide all information reasonably required by the Commonwealth in relation to the breach or suspected breach;
(c) identify to the Commonwealth the steps the Recipient intends to take to remedy the matter;
(d) keep the Commonwealth informed of any action it takes to remedy the breach; and
(e) provide Notice to the Commonwealth once the breach is remedied.

7. **Contributions**

7.1 **Participant Contributions**

Each Financial Year the Recipient must procure:

(a) the Participant Contributions; and
(b) any Third Party Contributions,

specified in Schedule 5 for that Financial Year.

7.2 **Shortfall in Participant Contributions**

The Recipient must notify the Commonwealth, as part of each Report provided to the Commonwealth under clause 12, of any Shortfall in the Participant Contributions or Third Party Contributions, as specified in Schedule 5, for the corresponding Financial Year. The notification of any Shortfall in a Report must include the following:

(a) the amount and value of the Shortfall;
(b) the reasons for the Shortfall;
(c) any remedial action proposed or undertaken; and
(d) any impact the Shortfall is expected to have on the current or future capacity of the Recipient to undertake the Activities and/or meet its obligations under this Agreement.

(e) The Commonwealth will not require notification under this clause 7.2 or issue a Notice under clause 7.3, unless the Shortfall is, pro rata for the relevant reporting period, equal to or greater than 10% of the:

(i) annual cash contributions specified in Schedule 5; or
(ii) value of the non-staff in-kind contributions specified in Schedule 5; or
(iii) staff in-kind (FTE) contributions, specified in Schedule 5.

7.3 **Recipient to make good any Shortfall in Participant Contributions**

(a) Where the Recipient is required to provide notification of a Shortfall under clause 7.2 the Commonwealth may, by Notice, require the Recipient to make good the Shortfall and/or take other remedial action and to report on any matters specified in the Notice within the period specified in the Notice (or if not specified within 10 Business Days). The Recipient must comply with any such Notice issued by the Commonwealth within the time period specified.
If the Recipient is unable to obtain Participant Contributions to make good the Shortfall and/or does not take other remedial action as specified in the Notice to the Commonwealth's satisfaction within the period specified in the Notice, or does not report on any matters specified in the Notice, the Commonwealth may in its absolute discretion, and without limiting any of its other rights under this Agreement or at law, reduce the total amount of Grant Funds by all or a part of the value of the Shortfall.

(c) Nothing in this clause 7.3 affects the Commonwealth’s rights under clause 28.

7.4 Calculation of Shortfall

When calculating the total amount of a Shortfall under clause 7.3, the value of any staff in-kind contributions which were not provided by a Participant, and which therefore contributed to the Shortfall, will be calculated based on the FTE value specified in Schedule 5.

7.5 Other government funding

(a) The Recipient must give the Commonwealth full details of any financial assistance in connection with the Activities, which the Recipient or a Participant receives from another Commonwealth, State or Territory government source or agency after the Commencement Date, (Other Financial Assistance) including the amount and source of the financial assistance and the name of the programme under which it was provided, within 30 days of the Recipient receiving notice that the Other Financial Assistance has been approved.

(b) The Commonwealth may reduce, suspend or defer the Grant Funds as set out in Schedule 4 in the event the Recipient or a Participant receives Other Financial Assistance, but only to the extent that this financial assistance duplicates the Grant Funds.

8. Grant Funds

8.1 Payment

Subject to:

(a) clauses 8.2, 28.1 and 28.2;

(b) sufficient funding being available for the Programme; and

(c) the Recipient complying with this Agreement,

the Commonwealth will pay the Grant Funds to the Recipient as set out in Schedule 4.

8.2 Recipient to provide invoice

The Recipient must provide a correctly rendered invoice to the Commonwealth for the Grant Funds in accordance with the requirements specified in Schedule 4.

8.3 Due date for payment

Unless otherwise specified in Schedule 4, the Commonwealth must make payment of a correctly rendered invoice within 30 days after receiving the invoice.

8.4 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Recipient, as the case may be.

8.5 Taxes

The Recipient must pay all:

(a) stamp duty (including penalties and interest) assessed or payable in respect of this Agreement and the Activities; and
subject to clause 9, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

9. GST and R&D Tax Incentive

9.1 Construction

In this clause 9 words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

9.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

9.3 Payment of GST

If GST is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.4 R&D Tax Incentive

To assist certain Participants to claim the R&D Tax Incentive, the CRC must expend (or allocate) contributions from Participants on (or to) R&D activities, as defined under subdivision 355B section 355-20 of the Income Tax Assessment Act 1997 and maintain records of the date when such expenditure on which R&D activities occurred.

10. Use of Grant Funds

10.1 What Grant Funds can be used for

(a) The Recipient must spend the Grant Funds only for the purposes of undertaking the Activities.

(b) The Recipient must spend the Grant Funds and the Participant Contributions only in accordance with the Budget.

(c) Subject to clause 10.1(d) the Recipient may vary the Budget by re-allocating expenditure between heads of expenditure specified in the Budget.

(d) Any variation under clause 10.1(c) which increases or decreases the amount allocated to a head of expenditure by more than 10% cannot be made without the Commonwealth's prior written approval.

10.2 What Grant Funds cannot be used for

The Recipient must not spend the Grant Funds:

(a) for capital works or for the purchase or construction of facilities such as buildings or laboratories;

(b) for renovation or extension of buildings and facilities unless approved by the Commonwealth in writing;

(c) for any activities for which the Participants have previously been funded, or are currently being funded by the Australian Government or a State or Territory government either directly or indirectly through any other funding scheme;

(d) to reimburse a Participant for the costs associated with existing staff or other resources committed by the Participant to the Activities as in-kind contributions under this Agreement;
(c) to pay a Participant for the indirect support costs of research in relation to cash-funded staff located in their organisation; or

(f) for the indirect support costs of research conducted overseas.

10.3 When Grant Funds cannot be used

(a) Without limiting any other right or remedy of the Commonwealth, the Commonwealth may by Notice direct the Recipient not to spend Grant Funds if:

(i) the Recipient has not completed a Report that was due before the date of notification;

(ii) the Recipient has not achieved a Milestone that was due to be achieved before the date of notification; or

(iii) the Recipient is otherwise in breach of this Agreement.

(b) The Recipient must not spend any Grant Funds after it receives Notice from the Commonwealth under clause 10.3(a) unless and until the Commonwealth notifies the Recipient otherwise.

10.4 Bank account and accounting

The Recipient must ensure that:

(a) proper accounting standards and controls are exercised in respect of the Grant Funds, the Participant Contributions, and any Third Party Contributions;

(b) the receipt and expenditure of the Grant Funds is identified separately within the Recipient's accounting records so that at all times the Grant Funds are identifiable and ascertainable;

(c) all Grant Funds, and the cash component of the Participant Contributions and any Third Party Contributions, are held in an account (the Account) with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia;

(d) the Account is held in the name of the Recipient, which the Recipient solely controls and which is separate from any other operational accounts the Recipient may have, for the purpose of accounting for, and administering the combined funds for the CRC and the Activities;

(e) the Account bears a rate of interest reasonably required by the Commonwealth and that any interest on the balance is credited to the Account;

(f) the Commonwealth is notified, prior to the receipt of any Grant Funds, of details sufficient to identify the account, and on notification from the Commonwealth, provide the Commonwealth and the authorised deposit-taking institution with an authority for the Commonwealth to obtain any details relating to the use of the account;

(g) if the Account changes, that it complies with 10.4(c), (d) and (e) above and notify the Commonwealth within 7 days of any changes to the Account, providing details of the new account.

10.5 No additional funds

The Commonwealth is not responsible for the provision of additional money to meet any expenditure in excess of the Grant Funds.
11. Repayment

11.1 During the Agreement Period

The Commonwealth is entitled to recover from the Recipient any amount of money which, at any time, in the Commonwealth's opinion, has been spent other than in accordance with this Agreement.

11.2 At the end of the Agreement Period

After the End Date, the Commonwealth is entitled to recover from the Recipient:

(a) any Grant Funds which have not been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and payable by the Recipient as a current liability (written evidence of which will be required); and

(b) the amount of any Grant Funds which, in the Commonwealth's opinion, have been spent other than in accordance with this Agreement.

11.3 Repayment Notice

(a) The Commonwealth may give the Recipient a Notice requiring the Recipient to repay to the Commonwealth (or deal with as specified by the Commonwealth) an amount which the Commonwealth is entitled to recover under clause 11.1 or 11.2.

(b) If the Commonwealth gives a Notice under clause 11.3(a), the Recipient must repay the amount specified in the Notice in full (or deal with it as specified by the Commonwealth) within 30 days of the date of the Notice.

12. Monitoring progress

12.1 Progress meetings

The parties will meet at the times and in the manner reasonably required by the Commonwealth to discuss any issues in relation to this Agreement or the Activities. The Recipient must ensure that the Recipient Representative, and the Commonwealth must ensure the Commonwealth Representative, are reasonably available to attend such meetings and answer any queries relating to the Activities raised by either party.

12.2 Reporting

The Recipient must provide the Commonwealth with Reports and Activity Plans in accordance with Schedule 3. The Recipient must comply with any direction issued by the Commonwealth which the Commonwealth is taken to have issued under clause 12.3.

12.3 Contents of Reports and Activity Plans

The Commonwealth may issue a direction in writing to the Recipient in respect of a Report or Activity Plan the Recipient is required to provide under clause 12.2 specifying:

(a) a format for the Report or Activity Plan;

(b) information the Recipient is to include in the Report or Activity Plan; and

(c) the person or persons who are to certify that information contained in a Report or Activity Plan is accurate.

For the purposes of clause 12.3 the Commonwealth will be taken to have issued a direction in writing concerning a matter referred to in this clause 12.3 if it includes that information in a Guideline or any similar document and that document is available to the Recipient.
13. Performance

13.1 Reviews of the CRC
(a) Ad hoc reviews may be undertaken or required by the Commonwealth from time to time, including but not limited to cases where substantial changes to the Activities are proposed, or Milestones are not being met.
(b) The Commonwealth will bear the cost of any review under clause 13.1, subject to the Recipient meeting its own costs in accordance with the Guidelines.
(c) The Commonwealth may, by Notice, require the Recipient to take actions in relation to the outcomes or recommendations of any review under clause 13.1, or recommendations of the CRC Advisory Committee, in accordance with:
   (i) the timeframe (if any) specified in the Notice;
   (ii) any requirements in the Guidelines; or
   (iii) any reasonable directions of the Commonwealth.

13.2 Evaluation
Without limiting any of its obligations under this Agreement the Recipient must assist the Commonwealth with and participate in, within the timeframe and in the manner required by the Commonwealth in accordance with the Guidelines, any:
(a) evaluation of the:
   (i) performance of the CRC;
   (ii) conduct of the Activities; and
   (iii) Recipient's compliance with this Agreement;
(b) surveys, questionnaires and other evaluation procedures related to the performance of the Recipient, the CRC or the CRC Programme; and
(c) preparation of reports reasonably required under this clause 13.2.

13.3 Cooperation
In relation to any review or evaluation under clause 13, the Recipient must:
(a) provide all reasonable assistance to;
(b) respond to all reasonable requests of; and
(c) provide any information reasonably required by,
the Commonwealth or its authorised representative.

13.4 Commonwealth rights
(a) If the Recipient does not:
   (i) meet any of the obligations under clause 13;
   (ii) comply with a Notice given under clause 13.1(c) within the specified timeframe; or
   (iii) comply with the Guidelines in relation to a review or evaluation under clause 13;
to the satisfaction of the Commonwealth, the Commonwealth may at its sole discretion, without limiting any of its other rights under this Agreement or at law, exercise its right to
reduce or suspend payment of the Grant Funds, or terminate the Agreement, under clause 28.

(b) Without limiting any of the Commonwealth’s rights arising elsewhere under this Agreement, if the Commonwealth determines, in its sole discretion, whether pursuant to a review or evaluation under clause 13 or otherwise, that the Recipient is not performing satisfactorily under this Agreement, the Commonwealth may by Notice take any action it considers appropriate, including but not limited to:

(i) requiring the Recipient to undergo further reviews;

(ii) requiring the Recipient to comply with additional reporting and/or monitoring requirements; or

(iii) reducing or suspending payment of the Grant Funds, or terminating the Agreement, under clause 28.
Part 2 – General requirements

14. Subcontractors and Personnel

14.1 Subcontracting

(a) The Recipient must:

(i) not subcontract the performance of any of its obligations under this Agreement other than to those entities set out in item 11 of Schedule 1 without the prior written approval of the Commonwealth, which will not be unreasonably withheld;

(ii) not, in any event, enter into a subcontract under this Agreement with a subcontractor named by the Director of the Workplace Gender Equality Agency in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the WGE Act; and

(iii) ensure that any subcontractor approved under this Agreement is contractually required to comply with obligations consistent with those contained in:

(A) Clause 19 (Insurance);
(B) Clause 21 (Confidentiality);
(C) Clause 22 (Work health and safety);
(D) Clause 23 (Protection of personal information);
(E) Clause 24 (Conflict of interest);
(F) Clause 25 (Books and records);
(G) Clause 26 (Audit and access);
(H) Clause 29 (Survival);
(I) Clause 31.16 (False or misleading information);
(J) Clause 31.17 (Safe and ethical research); and
(K) Clause 31.18 (Responsible conduct of research).

(b) When granting written approval under clause 14.1(a)(i), and without limiting considerations the Commonwealth may have regard to, the Commonwealth will have regard to whether the proposed subcontractor is a related body corporate.

(c) The Recipient is fully responsible for undertaking the Activities even if the Recipient subcontracts any aspect of the Activities and for the performance of all of the Recipient's obligations under this Agreement.

14.2 Use of Specified Personnel

The Recipient must:

(a) undertake the Activities or any part of the Activities to which their particular expertise relates, with the active involvement of, and using the expertise of, the Specified Personnel or any persons who are appointed to replace them in accordance with clause 14.3(b); and

(b) ensure that each of the Specified Personnel is aware of and complies with the Recipient's obligations in undertaking the Activities.
14.3 If the Specified Personnel are not available
Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in the Activities, the Recipient must:

(a) notify the Commonwealth in writing immediately of any change to the Specified Personnel; and

(b) when replacing Specified Personnel, ensure that any such replacement personnel directly involved in the Activities have the time commitment, qualifications and competency to undertake the Activities to the standard required by the Agreement and have similar or better suited expertise and ability to those of the Specified Personnel they are replacing.

14.4 Commonwealth may request replacement of Personnel
The Commonwealth may at any time request the Recipient to remove from work in respect of this Agreement any of the Specified Personnel or any of the Recipient’s subcontractors or Personnel. The Recipient must promptly arrange for the removal of such subcontractors or Personnel, and arrange for a replacement in accordance with the requirements under clause 14.3(b).

15. Assets
15.1 Ownership
Subject to the terms of any lease or other arrangement, the Recipient owns any Asset.

15.2 Use and dealings
(a) During the Agreement Period, the Recipient must use any Asset only for the purposes of the Activities, or other purposes consistent with the Outcomes.

(b) During the Agreement Period, the Recipient must:

(i) not encumber, dispose or deal with any Asset valued at $50,000 (excluding GST) or above other than in accordance with this clause 15, without the Commonwealth's prior approval;

(ii) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use and ensure they are adequately insured as described in clause 19;

(iii) maintain all Assets in good working order; and

(iv) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets.

16. Intellectual Property Rights
16.1 Pre-existing Material and Third Party Material
This clause 16 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material.

16.2 Third Party Material
(a) The Recipient must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Third Party Material available for the purpose of this Agreement or the Activities.

(b) The Recipient must specify which parts (if any) of the Intellectual Property Rights are Third Party Material and who owns the Intellectual Property Rights in that material.
16.3 Intellectual Property Rights in Agreement Material

(a) The Intellectual Property Rights in the Agreement Material vest in the Recipient and/or the Participants on creation, as determined and agreed in the Participants Agreement.

(b) To the extent that:

(i) the Commonwealth needs to use any of the Agreement Material in connection with this Agreement or the Programme, or for any other legitimate carriage of its responsibilities, including but not limited to:

   (A) the use of Reports provided by the Recipient to the Commonwealth, or

   (B) the exercise of its rights under clause 26;

the Recipient grants to, or must obtain for, the Commonwealth a perpetual, worldwide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Material; or

(ii) the Recipient needs to use any of the Commonwealth Material (excluding the CRC Indicia) for the purpose of performing its obligations under this Agreement, the Commonwealth grants to the Recipient, subject to any conditions, directions or restrictions of the Commonwealth specified in item 13 of Schedule 1, a worldwide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the Commonwealth Material solely for the purpose of undertaking the Activities; or

(iii) the Recipient needs to use any of the CRC Indicia for the purposes of clause 4.2, the Commonwealth grants to the Recipient, subject to any conditions, directions or restrictions of the Commonwealth specified in item 13 of Schedule 1, a worldwide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense, with the exception of the Recipient being able to grant a sublicense to the Participants) to use, reproduce and communicate the CRC Indicia solely for the purposes of undertaking the Activities.

(c) The licence granted to the Commonwealth under clause 16.3(b)(i) does not include a right to exploit the Agreement Material, Pre-existing Material or Third Party Material for the Commonwealth's commercial purposes.

(d) The Recipient must, or where the Agreement Material vests in a Participant must ensure that, at all times during the Agreement Period, the Recipient and/or Participant has in place and adheres to documented procedures to ensure that, before any Agreement Material is published or disclosed to any person other than the Commonwealth or a Participant, consideration is given to the potential prejudice to the subsistence or Utilisation of the Agreement Material, including the possibility that publication or disclosure might preclude the grant of a patent or cause the loss of Intellectual Property Rights.

(e) The Recipient must, or where the Agreement Material vests in a Participant must ensure that, the Recipient and/or Participant uses its best endeavours to ensure Utilisation of Agreement Material (but not including reports or other such material to be provided to the Commonwealth for the Commonwealth’s benefit) by the Participants.

(f) The Recipient must, or where the Agreement Material vests in a Participant must ensure that, any Utilisation of Agreement Material, including by any third party, is consistent with any Milestones, the nature of the Activities and the objectives of the Programme, including the maximisation of benefits accruing to Australia.
The Recipient must ensure that in order to maximise the benefits from research, after appropriate commercialisation and Utilisation decisions have been taken, consideration is given, where relevant, to dissemination of the results from the Activities.

If at any time, the Commonwealth is of the reasonable view that the Utilisation of the Agreement Material by the Recipient and/or Participant, including any third party, is not consistent with clause 16.3(f), the Commonwealth may, by Notice at its sole and unfettered discretion:

(i) require the Recipient to repay some or all of the Grant Funds spent Utilising the Agreement Material;

(ii) reduce or suspend payment of the Grant Funds, or terminate the Agreement, under clause 28; or

(iii) exercise any other right it may have under this Agreement.

16.4 Commonwealth Material
The Commonwealth will provide to the Recipient the Commonwealth Material and the Recipient must ensure that the Commonwealth Material is used strictly in accordance with any conditions or restrictions specified in item 13 of Schedule 1 and any direction by the Commonwealth.

17. Moral Rights

17.1 Obtaining consents
To the extent permitted by applicable Laws and for the benefit of the Commonwealth, the Recipient must:

(a) give, where the Recipient is an individual, in a form acceptable to the Commonwealth;

(b) use its best endeavours to ensure that each of the Personnel used by the Recipient in the production or creation of the Agreement Material gives, in a form acceptable to the Commonwealth; and

(c) use its best endeavours to ensure that any holder of Moral Rights in Third Party Material included in the Agreement Material gives, genuine consent in writing to the use of the Agreement Material for the Specified Acts, even if such use would otherwise be an infringement of its or their Moral Rights and notify the Commonwealth if this consent is not obtained.

17.2 Specified Acts

(a) In this clause 17, unless otherwise specified in item 16 of Schedule 1, Specified Acts means:

(i) falsely attributing the authorship of any Agreement Material, or any content in the Agreement Material (including literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act 1968 (Cth));

(ii) materially altering the style, format, colours, content or layout of the Agreement Material and dealing in any way with the altered Agreement Material;

(iii) reproducing, communicating, adapting, publishing or exhibiting any Agreement Material; and

(iv) adding any additional content or information to the Agreement Material.
For the purposes of clause 17.2(a), Agreement Material includes any Pre-existing Material and Third Party Material to the extent that it is included in, forms part of or is attached to the Agreement Material.

18. Indemnity

(a) The Recipient will at all times indemnify, hold harmless and defend the Commonwealth, its officers and employees including members of the CRC Advisory Committee and any independent experts used by the CRC Advisory Committee (referred to in this clause 18 as "those indemnified") from and against any loss or liability, including:

(i) loss of, or damage to, property of the Commonwealth;
(ii) claims by any person in respect of personal injury or death;
(iii) claims by any person in respect of loss of, or damage to, any property; and
(iv) costs and expenses including the costs of defending or settling any claim referred to in clause 18(a)(ii) or clause 18(a)(iii), arising out of or as a consequence of:

(v) use or disposal of Assets;
(vi) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of an act done by the Commonwealth in relation to any part of the Activities;
(vii) any actual, likely or threatened breach of the Recipient’s, its Personnel's or subcontractor’s obligations relating to Confidential Information or personal information; or
(viii) without limiting the preceding paragraphs, any breach of this Agreement by the Recipient, or negligence on the part of the Recipient, its Personnel or subcontractors or wrongful or unlawful act or omission on the part of the Recipient, its Personnel or subcontractors.

(b) The Recipient’s liability to indemnify those indemnified under clause 18(a) will be reduced proportionally to the extent that any negligent act or omission of those indemnified contributed to the loss.

19. Insurance

19.1 Obligation to maintain insurance

Unless otherwise specified in item 17 of Schedule 1, for as long as any obligations remain under this Agreement and in connection with the Activities, the Recipient must have and maintain:

(a) workers’ compensation insurance for an amount required by the relevant State or Territory legislation;
(b) public liability insurance for $20,000,000 (twenty million dollars) or more per claim;
(c) management liability insurance (or at a minimum, professional indemnity and directors & officers insurance) for $1,000,000 (one million dollars) or more per claim;
(d) insurance over any Asset acquired pursuant to clause 15 of this Agreement for its full replacement value; and
(e) any other insurance required by law or by the Commonwealth (acting reasonably).
19.2 **Participant insurance**

The Recipient must ensure that, for as long as any obligations remain under the Participants Agreement, all Participants, in connection with the Activities, have and maintain:

(a) workers’ compensation insurance for an amount required by the relevant State or Territory legislation;

(b) public liability insurance for an adequate amount per claim, or occurrence giving rise to a claim, in respect of 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) any other insurance required by law or by the Commonwealth (acting reasonably).

19.3 **Certificates of currency**

The Recipient must, on request by the Commonwealth, provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 19.1.

20. **Publicity**

The Commonwealth reserves the right to publicise and report on the awarding of the Grant Funds, and may do this by, amongst other means, including the Recipient's name, the amount of Grant Funds and the title and a brief description of the Activities in media releases, general announcements about the Programme, annual reports, and in order to fulfil its obligations under the Commonwealth Grants Rules and Guidelines.

21. **Confidentiality**

21.1 **Prohibition on disclosure**

(a) Subject to clause 21.4, the Recipient must not, without the prior written consent of the Commonwealth, disclose any Commonwealth Confidential Information to a third party.

(b) Subject to clause 21.4, the Commonwealth must not, without the prior written consent of the Recipient, disclose any Recipient Confidential Information to a third party.

21.2 **Conditions of approval**

In giving written consent to use or disclose Commonwealth Confidential Information, the Commonwealth may impose such conditions as it thinks fit. The Recipient must comply with any term or condition imposed by the Commonwealth under this clause 21.2.

21.3 **Advisers and third parties**

The Commonwealth may at any time require the Recipient to arrange for:

(a) its Advisers;

(b) its Personnel, other employees and subcontractors or the Participants involved in the Activities; or

(c) any other third party, to whom Commonwealth Confidential Information may be disclosed pursuant to clause 21.4(a) or clause 21.4(b),

to give a written undertaking relating to the use and non-disclosure of the Commonwealth's Confidential Information in the form approved by the Commonwealth.
21.4 Exceptions to obligations

The obligations on each party under clause 21.1 or 21.10 will not be taken to have been breached to the extent that Confidential Information of the other party:

(a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;

(b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of activities related to this Agreement;

(c) is disclosed by the Commonwealth to the responsible Minister;

(d) is disclosed by the Commonwealth or another Commonwealth government agency, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

(e) is shared by the Commonwealth with another Commonwealth government agency, where this serves the Commonwealth's legitimate interests;

(f) is disclosed by the Commonwealth or another Commonwealth government agency to the Auditor-General, the Commonwealth Ombudsman or the Australian Information Commissioner;

(g) is required by Law to be disclosed;

(h) is shared by the Commonwealth to Innovation and Science Australia or its delegates for the purposes of the administration of the R&D Tax Incentive; or

(i) is in the public domain otherwise than due to a breach of this Agreement.

21.5 Obligation on disclosure

Where a party discloses Confidential Information of the other party to another person:

(a) pursuant to clauses 21.4(a), (b) or (e), the disclosing party must:

(i) notify the receiving person that the information is Confidential Information; and

(ii) not provide the information unless the receiving person agrees to keep the information confidential, including in the case of Commonwealth Confidential Information, the receiving person giving the Commonwealth a legally binding undertaking to that effect in the form approved by the Commonwealth; or

(b) pursuant to clauses 21.4(c) and (d), the disclosing party must notify the receiving party that the information is Confidential Information of the other party.

21.6 Additional confidential information

(a) The parties may agree in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement.

(b) Where the parties agree in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement, this documentation is incorporated into, and becomes part of this Agreement, on the date by which both parties have signed this documentation.

21.7 Period of confidentiality

The obligations under this clause 21 continue, notwithstanding the expiry or termination of this Agreement:

(a) in relation to an item of information described in item 18 of Schedule 1, for the period set out in that Schedule in respect of that item; and
21.8 No reduction in privacy obligations
Nothing in this Agreement derogates from any obligation which either party may have under the Privacy Act 1988 (Cth) as amended from time to time, in relation to the protection of ‘personal information’ as defined in that Act or information that is protected by the Census and Statistics Act 1905 (Cth), or any other Act, regulation or other legislative instrument requiring secrecy or confidentiality in dealing with information.

21.9 Return of information
At the Commonwealth's request or on the expiry or termination this Agreement, the Recipient must promptly return all of the Commonwealth's physical and written records containing Commonwealth Confidential Information, and all documentation relating to that Commonwealth Confidential Information (including copies), to the Commonwealth in a form reasonably requested by the Commonwealth. Alternatively, if requested by the Commonwealth, the Recipient must destroy such items in the manner specified by the Commonwealth and promptly certify to the Commonwealth in writing that it has done so.

21.10 Confidential Agreement Provisions
Notwithstanding any other provision of this Agreement, the Commonwealth may disclose the provisions of this Agreement. However, any provisions of this Agreement that are Confidential Information may only be disclosed in accordance with the Senate Order on Departmental and Agency Agreements, and where such disclosure of Confidential Information is required a statement of reasons for the confidentiality may be included with the disclosure.

22. Work health and safety
22.1 General safety obligations
The Recipient must:
(a) ensure that the Activities are undertaken in a safe manner;
(b) ensure that the Participants and their respective Personnel do not, by act or omission, place the Commonwealth in breach of its obligations under the WHS Laws; and
(c) ensure that the Recipient, the Participants and their respective Personnel, if using or accessing the Commonwealth’s premises or facilities, comply with all reasonable instructions, directions, policies and procedures relating to work health and safety in operation at those premises or facilities whether specifically drawn to the attention of the Recipient or might reasonably be inferred from the circumstances.

23. Protection of personal information
23.1 Definitions
In this clause 23, the terms ‘agency’, ‘Australian Privacy Principle’ (APPs), ‘APP privacy policy’, ‘Australian Privacy Principle Code’ (APP code) and ‘contracted service provider’ have the same meaning as they have in section 6 of the Privacy Act, and ‘personal information’, which also has the meaning it has in section 6 of the Privacy Act, means:

‘information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not’.
23.2 Application of this clause

This clause 23 applies only where the Recipient deals with personal information provided to the Recipient by the Commonwealth, for the purpose of, completing the Activities under this Agreement.

23.3 Obligations

The Recipient acknowledges that to the extent this clause 23 applies it is a ‘contracted service provider’ and agrees in respect of the Activities under this Agreement to take all necessary measures to ensure that personal information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, disclosure or modification.

(a) The Recipient must, on request from the Commonwealth, provide to the Commonwealth:

(i) a copy of the Recipient’s and any subcontractor’s APP privacy policy which is compliant with APP 1;

(ii) copies of the Recipient’s and any subcontractor’s security and data protection policies upon request by the Commonwealth; or

(iii) details of the Recipient’s and any subcontractor’s processes and procedures implemented to ensure compliance with the Privacy Act.

(b) The Recipient agrees in respect of the Activities under this Agreement:

(i) to use or disclose personal information obtained by the Recipient from the Commonwealth during the course of the Activities under this Agreement, only for the purposes of this Agreement;

(ii) not to do any act or engage in any practice that would breach an APP contained in schedule 1 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that APP;

(iii) to carry out and discharge the obligations contained in the APPs as if it were an agency under the Privacy Act;

(iv) to notify individuals whose personal information the Recipient holds, that complaints about acts or practices of the Recipient may be investigated by the Privacy Commissioner who has power to award compensation against the Recipient in appropriate circumstances;

(v) not to use or disclose personal information or engage in an act or practice that would breach APP 7 (direct marketing) or a registered APP Code which is applicable to the Recipient, unless the use or disclosure is necessary, directly or indirectly, to discharge an obligation of this Agreement;

(vi) to follow any reasonable directions given by the Commonwealth to ensure compliance with the Privacy Act;

(vii) to not transfer or transmit personal information outside of Australia except with the prior written approval of the Commonwealth, which will not be unreasonably withheld. In giving its approval the Commonwealth may impose such conditions as it thinks fit. The Recipient must comply with any term or condition imposed by the Commonwealth under this clause 23.3(b)(vii);

(viii) to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an APP or a registered APP code which is binding on a party to this Agreement;
(ix) to immediately notify the Commonwealth if the Recipient becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 23, whether by the Recipient or any subcontractor (including any complaints made about acts or practices of the Recipient in connection with personal information);

(x) to notify the Commonwealth of any subpoena, warrant, order, demand or request made by a foreign court or other authority for the disclosure of personal information to which the Privacy Act applies and to not disclose such information without the prior written approval of the Commonwealth, which will not be unreasonably withheld. In giving its approval the Commonwealth may impose such conditions as it thinks fit. The Recipient must comply with any term or condition imposed by the Commonwealth under this clause 23.3(b)(x);

(xi) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, notified to the Recipient by the Commonwealth to the extent that they are not inconsistent with the requirements of this clause 23; and

(xii) to ensure that any employee of the Recipient who is required to deal with personal information for the purposes of this Agreement is made aware of the obligations of the Recipient set out in this clause 23.

23.4 Subcontracts
The Recipient must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Recipient has under this clause 23, including the requirement in relation to subcontracts.

23.5 Indemnity
The Recipient agrees to indemnify the Commonwealth in respect of any loss or liability suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Agreement under this clause 23, or a subcontractor under the subcontract provisions referred to in clause 23, or a subcontractor under the subcontract provisions referred to in clause 14.1.

24. Conflict of interest

24.1 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 or the Participant’s Agreement.

24.2 Notification of a conflict of interest
If, prior to the End Date, a conflict of interest arises, or appears likely to arise, the Recipient must:

(a) notify the Commonwealth immediately in writing;
(b) make full disclosure of all relevant information relating to the conflict; and
(c) take such steps as the Commonwealth requires to resolve or otherwise deal with the conflict.
25. **Books and records**

25.1 **Recipient to keep books and records**

The Recipient must:

(a) keep and require its subcontractors and the Participants to keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable:

(i) all receipts and payments related to the Activities to be identified and reported in accordance with this Agreement; and

(ii) the amounts payable by the Commonwealth under this Agreement to be determined; and

(b) retain and require its subcontractors and the Participants to retain for a period of seven years after the expiry or termination of this Agreement, all books and records relating to the Activities.

25.2 **Costs**

The Recipient must bear its own costs of complying with this clause 25.

25.3 **Survival**

This clause 25 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

26. **Audit and access**

26.1 **Right to conduct audits**

For the duration of this Agreement and for a period of seven years following the expiry or termination of this Agreement, the Commonwealth or a representative may conduct audits relevant to the performance of the Recipient's obligations under this Agreement. Audits may be conducted of:

(a) the Assets;

(b) the Recipient's operational practices and procedures as they relate to this Agreement;

(c) the accuracy of the Recipient’s invoices and Reports;

(d) the Recipient's compliance with its confidentiality and privacy obligations under this Agreement;

(e) Material (including books and records) in the possession of the Recipient relevant to the Activities or this Agreement; and

(f) any other matters determined by the Commonwealth to be relevant to the Activities or this Agreement.

26.2 **Access by the Commonwealth**

(a) The Commonwealth may, at reasonable times and on giving reasonable Notice to the Recipient, to the extent relevant to the performance of this Agreement:

(i) access the premises of the Recipient;

(ii) require the provision by the Recipient, its employees, agents or subcontractors or by the Participants, of records and information in a data format and storage medium accessible by the Commonwealth by use of the Commonwealth’s existing computer hardware and software;
(iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Recipient, its employees, agents or subcontractors or by the Participants; and

(iv) require assistance in respect of any inquiry into or concerning the Activities or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary Committee.

(b) The Recipient must provide access to its computer hardware and software to the extent necessary for the Commonwealth to exercise its rights under this clause 26, and provide the Commonwealth with any reasonable assistance requested by the Commonwealth to use that hardware and software.

26.3 **Conduct of audit and access**

The Commonwealth must use reasonable endeavours to ensure that:

(a) audits performed pursuant to clause 26.1; and

(b) the exercise of the general rights granted by clause 26.2 by the Commonwealth, do not unreasonably delay or disrupt in any material respect the Recipient's performance of its obligations under this Agreement or its business.

26.4 **Costs**

Unless otherwise agreed in writing, each party must bear its own costs of any audits.

26.5 **Auditor-General and Australian Information Commissioner**

The rights of the Commonwealth under clause 26.2(a)(i) to 26.2(a)(iii) apply equally to the Auditor-General or a delegate of the Auditor-General, or the Australian Information Commissioner or a delegate of the Australian Information Commissioner, for the purpose of performing the Auditor-General's or the Australian Information Commissioner's statutory functions or powers.

26.6 **Recipient to comply with Auditor-General's requirements**

The Recipient must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Australian Information Commissioner's or his or her delegate's requirements, notified under clause 26.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Australian Information Commissioner, or his or her respective delegate.

26.7 **No reduction in responsibility**

The requirement for, and participation in, audits does not in any way reduce the Recipient's responsibility to perform its obligations in accordance with this Agreement.

26.8 **Subcontractor requirements**

The Recipient must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 26.

26.9 **No restriction**

Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Office of the Australian Information Commissioner. The rights of the Commonwealth under this Agreement are in addition to any other power, right or
entitlement of the Auditor-General or a delegate of the Auditor-General or the Australian Information Commissioner or a delegate of the Australian Information Commissioner.

Note: The effect of clause 29 of this Agreement is that this clause 26 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

27. Dispute resolution

27.1 No arbitration or court proceedings
If a dispute arises in relation to the conduct of this Agreement (Dispute), a party must comply with this clause 27 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief. After a party has sought or obtained any urgent interlocutory relief, that party must follow this clause 27.

27.2 Notification
A party claiming a Dispute has arisen must give the other parties to the Dispute a Notice setting out details of the Dispute.

27.3 Parties to resolve Dispute
During the 14 days after a Notice is given under clause 27.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of CEOs (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

27.4 Appointment of mediator
If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 27.3, the chairperson of the Resolution Institute or the chairperson's nominee will appoint a mediator.

27.5 Role of mediator and obligations of parties
The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 27.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

27.6 Confidentiality
Any information or documents disclosed by a party under this clause 27:
(a) must be kept confidential; and
(b) may only be used to attempt to resolve the Dispute.

27.7 Costs
Each party to a Dispute must pay its own costs of complying with this clause 27. The parties to the Dispute must equally pay the costs of any mediator.

27.8 Termination of process
A party to a Dispute may terminate the dispute resolution process by giving Notice to each other party after it has complied with clauses 27.1 to 27.5. Clauses 27.6 and 27.7 survive termination of the dispute resolution process.

27.9 Breach of this clause
If a party to a Dispute breaches clauses 27.1 to 27.8, the other party does not have to comply with those clauses in relation to the Dispute.
28. Reduction, Suspension and Termination

28.1 Reduction

Without limiting any other right or remedy of the Commonwealth, the Commonwealth may reduce the amount of any instalment of the Grant Funds:

(a) if by the date for payment of an instalment the Recipient has not spent Grant Funds previously paid to the Recipient, by the amount that has not been spent;

(b) if, in the Commonwealth's opinion, Grant Funds have been spent other than in accordance with this Agreement, by the amount that, in the Commonwealth's opinion, was spent other than in accordance with this Agreement;

(c) if any Participant Contributions due to be provided before the date for payment of the instalment have not been provided, by an amount that represents the same proportion of the total Grant Funds as those Participant Contributions bear to the total Participant Contributions; or

(d) as otherwise provided in this Agreement.

28.2 Suspension

(a) Without limiting any other right or remedy of the Commonwealth, the Commonwealth may, in its sole discretion, suspend payment of the Grant Funds (or any part of the Grant Funds) if:

(i) any Participant Contributions due to be provided before the date for payment have not been provided, until those Participant Contributions have been provided;

(ii) the Recipient has not provided a Report due to be provided before the date for payment, until the Report is provided;

(iii) a Report provided by the Recipient is not accurate or complete, until an accurate and complete replacement Report is provided;

(iv) the Recipient has not achieved a Milestone that was due to be achieved before the date for payment, until the Milestone is achieved;

(v) the Recipient has not spent Grant Funds previously paid to the Recipient, until the Recipient has done so;

(vi) the Commonwealth determines that the Recipient holds an excessive balance of Grant Funds as a proportion of its total funds;

(vii) the Recipient has not otherwise undertaken the Activities to the satisfaction of the Commonwealth, until the Recipient remedies its performance;

(viii) the Commonwealth determines, acting reasonably and in good faith, that the Recipient is not performing to the satisfaction of the Commonwealth;

(ix) a certified copy of the Participants Agreement is not provided to the Commonwealth, within the timeframe stipulated under Schedule 2; or

(x) as otherwise provided in this Agreement.

(b) Despite any suspension, the Recipient must continue to perform its obligations under this Agreement.

28.3 Termination and reduction for convenience

(a) The Commonwealth may, at any time, by Notice, terminate this Agreement or reduce the scope of the Activities.
On receipt of a Notice of termination or reduction the Recipient must:

(i) take all available steps to minimise loss resulting from that termination or reduction and to protect Commonwealth Material and Agreement Material; and

(ii) continue to undertake any part of the Activities not affected by the Notice.

If this Agreement is terminated under this clause 28.3, the Commonwealth is liable only for:

(i) subject to clause 28.6(a)(i), payments under clause 8 in accordance with this Agreement before the effective date of termination; and

(ii) subject to clause 28.3(e) and (f) reasonable costs actually incurred by the Recipient and directly attributable to the termination.

If the scope of the Activities is reduced, the Commonwealth's liability to pay the Grant Funds or to provide Commonwealth Material abates in accordance with the reduction in the Activities.

The Commonwealth is not liable to pay compensation under clause 28.3(c)(ii) for an amount which would, in addition to any amounts paid or due, or becoming due, to the Recipient under this Agreement, exceed the total Grant Funds payable under this Agreement.

The Recipient is not entitled to compensation for loss of prospective profits.

28.4 Termination for default

(a) Without limiting any other rights or remedies the Commonwealth may have against the Recipient arising out of or in connection with this Agreement, the Commonwealth may terminate this Agreement effective immediately by giving notice to the Recipient if:

(i) the Recipient breaches a material provision of this Agreement where that breach is not capable of remedy;

(ii) the Recipient breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving Notice requiring it to do so;

(iii) the Recipient fails to notify the Commonwealth of a conflict of interest, or in the opinion of the Commonwealth, a conflict of interest exists which would prevent the Recipient from performing its obligations under this Agreement;

(iv) the Recipient is unable to obtain Participant Contributions, or obtain them in time to enable completion of the Activities by the End Date;

(v) the Commonwealth is satisfied that any statement made in the Recipient's application for funding (if any) is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the provision of the Grant Funds; or

(vi) an event specified in clause 28.4(c) happens.

(b) Without limitation, for the purposes of clause 28.4(a)(i), each of the following constitutes a breach of a material provision:

(i) breach of warranty under clause 4.3 (Warranties);

(ii) a failure to comply with clause 6.6 (Breach of the Participants Agreement);

(iii) breach of clause 10.1, 10.2 or 10.3 (Use of Grant Funds);
(iv) a failure to comply with clause 14 (Subcontractors and Personnel);
(v) breach of or failure to comply with clause 12 (Monitoring progress);
(vi) breach of or failure to comply with clause 13 (Performance);
(vii) a failure to comply with clause 16 (Intellectual Property Rights);
(viii) a failure to comply with clause 19 (Insurance);
(ix) a failure to comply with clause 21 (Confidentiality);
(x) a failure to comply with clause 23 (Protection of personal information); and
(xi) a failure to notify the Commonwealth of a conflict of interest, or where the Recipient is unable or unwilling to resolve or deal with the conflict as required under clause 24 (Conflict of interest).

(c) The Recipient must notify the Commonwealth immediately if:

(i) there is any change in the direct or indirect beneficial ownership or control of the Recipient;
(ii) the Recipient disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
(iii) the Recipient ceases to carry on business;
(iv) the Recipient ceases to be able to pay its debts as they become due;
(v) proceedings are initiated with a view to obtaining an order for the winding up of the Recipient, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of the Recipient;
(vi) the Recipient applies to come under, the Recipient receives a Notice requiring it to show cause why it should not come under, an order has been made for the purpose of placing the Recipient under, or the Recipient otherwise comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act or Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) or equivalent provisions in State or Territory legislation in relation to incorporated associations;
(vii) the Recipient being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors;
(viii) where the Recipient is a partnership, any step is taken to dissolve that partnership; or
(ix) anything analogous to an event referred to in clause 28.4(c)(v) – (viii) occurs in relation to the Recipient.

28.5 After termination
On termination of this Agreement the Recipient must deal with Commonwealth Material and the Commonwealth's Confidential Information in accordance with this Agreement and otherwise as reasonably directed by the Commonwealth.

28.6 Commonwealth rights
(a) Without limiting any of the Commonwealth's other rights or remedies, on termination of this Agreement, the Commonwealth:
(i) is not obliged to pay to the Recipient any outstanding amount of the Grant Funds, except to the extent that those monies have been legally committed for expenditure by the Recipient in accordance with this Agreement and payable by the Recipient as a current liability (written evidence of which will be required) by the date the Recipient receives the Notice of termination; and

(ii) is entitled to recover from the Recipient:

(A) any Grant Funds which have not been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and payable by the Recipient as a current liability (written evidence of which will be required), by the date the Recipient receives the Notice of termination; and

(B) the amount of any Grant Funds which, in the Commonwealth's opinion, have been spent other than in accordance with this Agreement.

(b) The Commonwealth may give the Recipient a Notice requiring the Recipient to repay to the Commonwealth (or deal with as specified by the Commonwealth) an amount which the Commonwealth is entitled to recover under clause 28.6(a)(ii).

(c) If the Commonwealth gives a Notice under clause 28.6(b), the Recipient must repay the amount specified in the Notice in full (or deal with it as specified by the Commonwealth) within 30 days of the date of the Notice.

28.7 Termination does not affect accrued rights
Termination of this Agreement does not affect any accrued rights or remedies of a party.

29. Survival
The following clauses survive the expiry or termination of this Agreement:

(a) Clause 4.2 (Acknowledgment of support);
(b) Clause 9 (GST and R&D Tax Incentive);
(c) Clause 11 (Repayment);
(d) Clause 12.2 (Reporting);
(e) Clause 13.2 (Evaluation);
(f) Clause 16 (Intellectual Property Rights);
(g) Clause 17 (Moral Rights);
(h) Clause 18 (Indemnity);
(i) Clause 19 (Insurance);
(j) Clause 21 (Confidentiality);
(k) Clause 23 (Protection of personal information);
(l) Clause 25 (Books and records);
(m) Clause 26 (Audit and access) for a period of seven years from the expiry or termination of this Agreement;
(n) Clause 28.6 (Commonwealth rights); and
(o) Clause 31.2 (Amounts due to Commonwealth),
together with any provision of this Agreement which expressly or by implication from its nature is intended to survive the expiry or termination of this Agreement.

30. **Notices and other communications**

30.1 **Service of Notices**

A Notice must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or by electronic means (facsimile or email) to the Recipient's address for Notices specified in item 19 of Schedule 1, as varied by any Notice given by the Recipient to the sender.

30.2 **Effective on receipt**

A Notice given in accordance with clause 30.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or

(c) if sent by email, as provided under sections 14 and 14A of the *Electronic Transactions Act 1999* (Cth);

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the Notice is taken to be received at 9.00 am on the next Business Day.

31. **Miscellaneous**

31.1 **No security**

The Recipient must not 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 Grant Funds;

(b) this Agreement or any of the Commonwealth's obligations under this Agreement; or

(c) any Assets or Agreement Material.

31.2 **Amounts due to Commonwealth**

(a) Without limiting any other of the Commonwealth's rights or remedies, any amount owed or payable to the Commonwealth (including by way of refund), or which the Commonwealth is entitled to recover from the Recipient, under this Agreement will be recoverable by the Commonwealth as a debt due and payable to the Commonwealth by the Recipient.

(b) The Commonwealth may set-off any money due for payment by the Commonwealth to the Recipient under this Agreement against any money due for payment by the Recipient to the Commonwealth under this Agreement.

31.3 **Ownership of Agreement**

All copyright and other Intellectual Property Rights contained in this Agreement remain the property of the Commonwealth.
31.4 Variation
No agreement or understanding varying or extending this Agreement is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

31.5 Approvals and consents
Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

31.6 Assignment and novation
A party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party.

31.7 Costs
Each party must pay its own costs of negotiating, preparing and executing this Agreement.

31.8 Counterparts
This Agreement may be executed in counterparts. All executed counterparts constitute one document.

31.9 No merger
The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

31.10 Entire agreement
This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

31.11 Further action
Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

31.12 Severability
A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

31.13 Waiver
Waiver of any provision of or right under this Agreement:
(a) must be in writing signed by the party entitled to the benefit of that provision or right; and
(b) is effective only to the extent set out in any written waiver.

31.14 Relationship
(a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
(b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

31.15 Governing law and jurisdiction
This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
31.16 False or misleading information
(a) The Recipient acknowledges that giving false or misleading information to the Commonwealth is a serious offence under section 137.1 of the Criminal Code Act 1995 (Criminal Code).
(b) The Recipient must ensure that all Participants and any subcontractor engaged in connection with the Agreement acknowledges the information contained in this clause.

Note: Under section 137 of the Criminal Code giving false or misleading information to a Commonwealth entity is an offence, but only if the Commonwealth entity took reasonable steps to inform the person of the offence.

31.17 Safe and ethical research
When research in Australia is conducted on or involving humans or animals, the Recipient, in relation to any such research conducted by it or any of the Participants, must:
(a) ensure that the research complies with, and that it observes, all relevant ethics codes and guidelines adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator and all other relevant regulatory agencies operating in Australia and any place in which the research is being conducted being codes and guidelines in force from time to time during the Agreement Period, including requirements to obtain prior approval in writing (including from any relevant ethics committee) that the research to be undertaken is so compliant;
(b) engage one or several higher education institution(s), or Federal or State research organisation(s), or medical institution(s) with a relevant ethics committee constituted in accordance with the codes and guidelines referred to in clause 31.17(a) to oversee all ethical clearances which may be required under those codes and guidelines;
(c) when conducting research in Australia which involves the use of ionising radiation, ensure that persons performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority; and
(d) whenever reasonably required by the Commonwealth, promptly furnish to the Commonwealth written evidence of compliance with the requirements of this clause.

31.18 Responsible conduct of research
(a) The Recipient must ensure that research conducted by it and each Participant conforms to the principles outlined in the following and their successor documents:
(i) the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007); and
(ii) if applicable, the NHMRC/ARC/AVCC National Statement on Ethical Conduct in Human Research (2007).
(b) The Recipient must ensure that it and each Participant:
(i) promotes the responsible conduct of research;
(ii) maintains high standards of responsible research;
(iii) reports research responsibly;
(iv) respects all research participants;
(v) respects animals used in research;
(vi) respects the environment; and
(vii) reports research misconduct.

(c) The Recipient must have, and must ensure that each Participant has, procedures in place for dealing with instances of suspected or alleged research misconduct which are consistent with the principles referred to at clause 31.18(a).
## Schedule 1– Agreement Details

<table>
<thead>
<tr>
<th>Item number</th>
<th>Description</th>
<th>Clause Reference</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Commonwealth</td>
<td>1.1</td>
<td>Commonwealth of Australia as represented by the Department of Industry, Innovation and Science</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Industry House</td>
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<td></td>
<td></td>
<td></td>
<td>10 Binara Street</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Canberra City ACT 2601</td>
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<td></td>
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<td></td>
<td>ABN 74 599 608 295</td>
</tr>
<tr>
<td>2.</td>
<td>Recipient</td>
<td>1.1</td>
<td>[insert name of Recipient]</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>[insert place of business street address]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>[insert ABN]</td>
</tr>
<tr>
<td>3.</td>
<td>Commonwealth Representative</td>
<td>1.1 and</td>
<td>General Manager,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12.1</td>
<td>Single Business Service Programme and CRC Programme</td>
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<tr>
<td>4.</td>
<td>Recipient Representative</td>
<td>1.1 and</td>
<td>[insert name of Recipient's representative]</td>
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<td>12.1</td>
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<tr>
<td>5.</td>
<td>Programme</td>
<td>1.1</td>
<td>The Cooperative Research Centres Programme (CRC Programme)</td>
</tr>
<tr>
<td>6.</td>
<td>Commencement Date</td>
<td>1.1 and</td>
<td>[insert date Agreement is to commence eg, dd/mm/yy or date of execution of this Agreement]</td>
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<td></td>
<td>3</td>
<td>or on occurrence of a specified event - specify whichever applicable</td>
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<td>7.</td>
<td>End Date</td>
<td>1.1 and</td>
<td>[insert date the Agreement is to end eg, dd/mm/yy]</td>
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<tr>
<td>8.</td>
<td>Guidelines</td>
<td>4.1</td>
<td>The Cooperative Research Centres Programme Guidelines, and any related documentation developed to assist the management and administration of the CRC Programme, issued by the Commonwealth and as amended from time to time.</td>
</tr>
<tr>
<td>10.</td>
<td>Acknowledgment of support</td>
<td>4.2</td>
<td>Acknowledgement of support must be made in accordance with any relevant Guidelines issued by the Commonwealth from time to time, and as amended from time to time.</td>
</tr>
<tr>
<td>11.</td>
<td>Subcontractors</td>
<td>14.1</td>
<td>[insert business names, place of business and corresponding ABNs of any subcontractors. Otherwise insert 'not applicable']</td>
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<tr>
<td>Item number</td>
<td>Description</td>
<td>Clause Reference</td>
<td>Details</td>
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<tr>
<td>12.</td>
<td>Specified Personnel</td>
<td>1.1 and 14</td>
<td>[insert names, positions and time commitments of Specified Personnel, such as the Chairperson, Board Members, CEO, Research Programme Leaders]</td>
</tr>
<tr>
<td>13.</td>
<td>Commonwealth Material</td>
<td>1.1, 16.3 and 16.4</td>
<td>[Insert specific Material to be provided to the Recipient by the Commonwealth (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable']</td>
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<td></td>
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<td></td>
<td>• CRC Indicia:</td>
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<td></td>
<td>The license granted to the Recipient and Participants by the Commonwealth under clause 16.3(b)(iii), in so far as it relates to CRC Indicia, is subject to the following conditions, directions or restrictions:</td>
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<tr>
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<td>a) The Recipient must ensure that where it grants a sublicense to the Participants under clause 16.3(b)(iii), that:</td>
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<td>(i) the Participants acknowledge that the Commonwealth owns all rights in the CRC Indicia;</td>
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<td>(ii) the term of the sublicense ceases on or before the End Date;</td>
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<td>(iii) the Participants are bound by the same conditions imposed on the Recipient by the Commonwealth;</td>
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<td>(iv) the sublicense does not include a further right of sublicense;</td>
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<td>(v) the sublicense is automatically revoked upon termination or expiration of this Agreement.</td>
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<td>b) The Recipient must cease using the CRC Indicia by the End Date or from the date the Agreement is otherwise terminated, except where acknowledgement of support under clause 4.2(a) or 4.2(b) is required where these publications, products, processes or inventions are not released or developed until after the End Date.</td>
</tr>
<tr>
<td>14.</td>
<td>Pre-existing Material</td>
<td>1.1</td>
<td>[specify Commonwealth's and Recipient's pre-existing Material, if any]</td>
</tr>
<tr>
<td>15.</td>
<td>Intellectual Property Rights</td>
<td>1.1 and 16</td>
<td>1. Period of licence to Commonwealth is: Perpetual</td>
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<td></td>
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<td></td>
<td>[Substitute for Perpetual, the duration of the Commonwealth's licence to use the Pre-existing</td>
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<tr>
<td>Item number</td>
<td>Description</td>
<td>Clause Reference</td>
<td>Details</td>
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<td></td>
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<td></td>
<td><strong>Material and Third Party Material provided by the Recipient, and Agreement Material.</strong></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
<td><strong>2. [if the terms of the licence are to differ from that provided in clause 16 state the position here]</strong></td>
</tr>
<tr>
<td>16.</td>
<td>Moral Rights – Specified Acts</td>
<td>1.1 and 17</td>
<td><strong>[if the Commonwealth wants to perform additional acts with the Agreement Material other than those listed in clause 17, these should be set out here. Otherwise insert 'not applicable']</strong></td>
</tr>
<tr>
<td>17.</td>
<td>Insurance</td>
<td>19</td>
<td><strong>[insert if different to cl 19]</strong></td>
</tr>
<tr>
<td>18.</td>
<td>Confidential Information</td>
<td>1.1 and 21</td>
<td><strong>[insert each party's Confidential Information (decided by reference to the Department of Finance’s Guidance on Confidentiality in Procurement found at: <a href="http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html">http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html</a>), including any Agreement provisions or Schedules that are to be kept confidential. The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. An assessment will need to be made by the parties on a case-by-case basis about what is to be included in this item.]</strong></td>
</tr>
</tbody>
</table>
| 19.        | Address for Notices                | 30               | **Commonwealth:**  
|            |                                    |                  | General Manager,  
|            |                                    |                  | Single Business Service Programme and CRC Programme  
|            |                                    |                  | GPO Box 2013  
|            |                                    |                  | Canberra ACT 2601  
|            |                                    |                  | Industry House  
|            |                                    |                  | 10 Binara Street  
|            |                                    |                  | Canberra City ACT 2601  
|            |                                    |                  | Email: crc.program@industry.gov.au  
|            |                                    |                  | **Recipient:**  
|            |                                    |                  | [insert name and position of person to receive notices]  
|            |                                    |                  | [insert physical address]  
|            |                                    |                  | [insert postal address]  
|            |                                    |                  | [insert email address]  

Schedule 2 – Activities

1. Overview, Outcomes and Impacts (clauses 1.1 and 4.1)

[Include overview of the CRC and its objectives, and the predicted outcomes and impacts. This
information to be taken directly, or adapted as necessary, from the application (Smart form section on
“Activity Details” and or Impact Tool.)]

2. Research Programme Activities

[Brief description of each Research Programme, its key activities and outputs. This information to be
taken from the application (Smart Form section which includes RP title and key activities text boxes for
each Research Programme/ or Impact Tool description which may or may not be identical.)]

3. Compliance Milestones (clauses 1.1, 4.1, 12 and 13)

<table>
<thead>
<tr>
<th>No.</th>
<th>Milestone</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Provision of Company Constitution and executed Participants Agreement</td>
<td>Within 90 days of the Commencement Date</td>
</tr>
<tr>
<td>C2</td>
<td>Submission of Quarterly Report</td>
<td>Each Quarter in accordance with Guidelines</td>
</tr>
<tr>
<td>C3</td>
<td>Submission of Annual Report</td>
<td>Each Financial Year in accordance with Guidelines</td>
</tr>
<tr>
<td>C4</td>
<td>Submission of Activity Plan</td>
<td>Initially within 90 days of the Commencement Date, and subsequent updates in accordance with Guidelines</td>
</tr>
<tr>
<td>C5</td>
<td>Submission of End of Funding Report</td>
<td>With final Annual Report in accordance with Guidelines</td>
</tr>
</tbody>
</table>

4. Performance Milestones (clause 1.1 and 4.1(d))

[Include milestones, for each Research Programme, on the creation or completion of a key/major
research, commercialisation, education and training, SME engagement, or utilisation output/outcome. As a general principle, it is anticipated that there would be the equivalent of about one milestone per year of funding for each Research Programme. There should be a spread of milestones across the funding period, correlating with key steps towards the achievement of objectives for each Research Programme.]

<table>
<thead>
<tr>
<th>Research Programme No. 1</th>
<th>[Research Programme 1 name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestones</td>
<td>Due date</td>
</tr>
<tr>
<td>RP1.1</td>
<td>Insert a milestone on the creation or completion of a key/major research, commercialisation, education and training, SME engagement, or utilisation output/outcome.</td>
</tr>
<tr>
<td>RP1.2</td>
<td>Insert a milestone on the creation or completion of a <strong>key/major</strong> research, commercialisation, education and training, SME engagement, or utilisation output/outcome.</td>
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</tr>
<tr>
<td>RP1.3</td>
<td>Insert a milestone on the creation or completion of a <strong>key/major</strong> research, commercialisation, education and training, SME engagement, or utilisation output/outcome.</td>
</tr>
<tr>
<td>RP1.4</td>
<td>Insert a milestone on the creation or completion of a <strong>key/major</strong> research, commercialisation, education and training, SME engagement, or utilisation output/outcome.</td>
</tr>
<tr>
<td>RP1.5</td>
<td>Insert a milestone on the creation or completion of a <strong>key/major</strong> research, commercialisation, education and training, SME engagement, or utilisation output/outcome.</td>
</tr>
</tbody>
</table>

Add or delete milestones and Research Programmes as required.
Schedule 3 – Reporting

1. Quarterly Reports

Throughout the Agreement Period, the Recipient must provide to the Commonwealth, in accordance with any relevant Guidelines, a quarterly report within 30 days of the end of each Quarter incorporating:

(a) a progress report, framed against the Activity Plan, of activities undertaken in that Quarter, and an evaluation of progress towards achieving due and/or upcoming scheduled Milestones;

(b) a list of any changes to Recipient and/or Participant structure/ownership/involvement, Agreement Material, key personnel, the Budget, etc., that could affect compliance with this Agreement;

(c) a cash (not accrual) report in respect of that Quarter indicating all the sources of all cash contributions from Participants for the Activities;

(d) a report in respect of that Quarter indicating all in-kind contributions (FTE and non-staff in-kind) contributed by Participants to the Activities;

(e) a cash (not accrual) report in respect of that Quarter on the expenditure of cash for the Activities against each head of expenditure; and

(f) a declaration by the Recipient certifying the accuracy of the particulars provided under paragraphs (a) to (e), including a statement that the Grant Funds have been expended only for the Activities and otherwise in accordance with this Agreement.

2. Annual Reports

Following the end of each Financial Year during the Agreement Period, the Recipient must provide to the Commonwealth an Annual Report, in accordance with any relevant Guidelines, which must include, at a minimum:

(a) an overview, framed against Schedule 2 of the Funding Agreement, of the Activities, Milestones and Outcomes achieved, and an evaluation of progress in achieving upcoming, scheduled Milestones;

(b) a list of any changes to Recipient and/or Participant structure/ownership/involvement, Agreement Material, key personnel, the Budget, etc., that could affect compliance with this Agreement;

(c) budget details, including revenue, expenditure and allocation of resources;

(d) an independent auditor’s report on the budget and Account;

(e) a response to the Management Data Questionnaire;

(f) if applicable, an End of Funding Report (see item 4); and

(g) a declaration by the Recipient certifying the accuracy of the particulars provided under paragraphs (a) to (g), including a statement that the Grant Funds have been expended only for the Activities and otherwise in accordance with this Agreement.
3. **Activity Plan**

   The Recipient must submit to the Commonwealth an Activity Plan, which includes the CRC’s intended research strategy and details of project activities, in accordance with any Guidelines provided by the Commonwealth. The Activity Plan must be provided initially within 90 days of the Commencement Date, and must be reviewed and resubmitted in accordance with Guidelines. Activity Plans must be reviewed and approved by the Commonwealth.

4. **End of Funding Reporting**

   Prior to the end of the Agreement Period, the Recipient must report to the Commonwealth, in accordance with any Guidelines, on the management strategy to cease operations and the CRC’s key highlights and achievements.

5. **Post-Completion Reporting**

   The Commonwealth may request that the Recipient prepare and provide to the Commonwealth a report after the end of the Agreement Period in accordance with any Guidelines.

6. **Ad hoc reports**

   The Recipient must provide ad-hoc reports as required by the Commonwealth from time to time, at the time and in the manner reasonably required by the Commonwealth in relation to any significant developments concerning the Activities or any significant delays or difficulties encountered in undertaking the Activities.
Schedule 4 – Grant Funds

1. Total Grant Funds and Funding Period (clause 1.1)

The total amount of Grant Funds is [insert Australian dollar amount] (excluding GST). The Funding Period commences [xx Month 20xx] and ends [xx Month 20xx].

2. Payment (clauses 1.1 and 8)

Payment of Grant Funds for the Activities will be made quarterly by the Commonwealth subject to satisfactory progress in the Activities and other requirements under this Agreement (Clauses 8, 10, 12 and 28).

The initial payment will be a proportion of the first quarterly payment paid on commencement of this Agreement, subject to the Commonwealth being satisfied that significant progress has been made in finalising the Participants Agreement. The balance of the first quarterly amount will be payable in arrears once the Participants Agreement has commenced, subject to the provision of a satisfactory quarterly report to the Commonwealth.

Subsequent quarterly payments will be made in arrears subject to the provision of a satisfactory quarterly report to the Commonwealth and compliance with reporting requirements under this Agreement.

The schedule of quarterly payments is set out in the table below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Instalment (excl. GST)</th>
<th>GST Component</th>
<th>Total (incl. GST)</th>
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</thead>
<tbody>
<tr>
<td>2016-17</td>
<td>Jan-Mar (Q3)</td>
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<td></td>
<td>(initial)</td>
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<td></td>
<td>Jan-Mar (Q3)</td>
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<td>(balance)</td>
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<td>Apr-Jun (Q4)</td>
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<td></td>
<td>Total for 2016-17</td>
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<td>2017-18</td>
<td>Jul-Sep (Q1)</td>
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<td>Oct-Dec (Q2)</td>
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<td>Jan-Mar (Q3)</td>
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<td>Apr-Jun (Q4)</td>
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<td>Total for 2017-18</td>
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<td>2018-19</td>
<td>Jul-Sep (Q1)</td>
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<td>Oct-Dec (Q2)</td>
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<td>Total for 2018-19</td>
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<td>2019-20</td>
<td>Jul-Sep (Q1)</td>
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<td>Oct-Dec (Q2)</td>
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<td>Total for 2019-20</td>
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<td>Jul-Sep (Q1)</td>
<td>Oct-Dec (Q2)</td>
<td>Jan-Mar (Q3)</td>
<td>Apr-Jun (Q4)</td>
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<tr>
<td>Total for all years</td>
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3. **Invoicing requirements (clause 8.2)**

A correctly rendered invoice in accordance with clause 8.2 is generated automatically as part of the quarterly reporting process in CRC Online. Submission of the quarterly report includes submission of the tax invoice.
Schedule 5 – Budget

[Provided as an Excel Spreadsheet. The following screen shots are an example only of what is required.]
### TABLE 1a: STAFF

NOTE: When valuing any Shortfall under clause 7, a full-time equivalent (FTE) of 1.0 has a value of $250,000.

NB: Delete "Application" rows before finalising the Schedule. They are only there to monitor any changes during the contract negotiation process.

NOTE: FTE FIGURES MUST BE ENTERED TO 1 DEcimal PLACE ONLY

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<tbody>
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NOTE: FIGURES MUST BE GST EXCLUSIVE AND ENTERED IN $'000. FIGURES MUST BE IN WHOLE DOLLARS WITH NO HIDDEN DECIMALS.

### Table 1b NON-STAFF IN-KIND

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</table>
### Schedule 4 - Budget

**TABLE 2: CASH CONTRIBUTIONS AND CRC PROGRAMME FUNDS**

*NOTE: FIGURES MUST BE GST EXCLUSIVE AND ENTERED IN $'000. FIGURES MUST BE IN WHOLE DOLLARS WITH NO HIDDEN DECIMALS.*

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</table>
## Schedule 4 - Budget

### TABLE 3: EXPENSES

**NOTE:** Expenses are accrual expenses.

Employee Expenses include salaries, direct salary on-costs, fellowships and student stipends.
Supplier Expenses include direct and indirect costs of research, such as consumables, conference attendance, training, travel, etc.
Capital Expenses are assets of a durable nature, the purchase price of which exceeds $20,000
Other Expenses include provision for net GST, taxation liabilities, depreciation/amortisation of assets

**NOTE:** FIGURES MUST BE GST EXCLUSIVE AND ENTERED IN $’000. FIGURES MUST BE IN WHOLE DOLLARS WITH NO HIDDEN DECIMALS.

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### TABLE 3a: CAPITAL ITEMS

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</table>
### Schedule 4 - Budget

#### TABLE 4: ALLOCATION OF RESOURCES ACROSS ALL RESEARCH PROGRAMS

**NOTE:** Grand totals must balance with Tables 1a, 1b and 2

**NOTE:** Resources for each Research Program must include the full costs of that Research Program, i.e. research, utilisation and administration costs.

**NOTE:** The Annual Report Guidelines will require CRCs to report on the breakdown of expenditure into research, utilisation and administration costs overall.

**NOTE:** $ FIGURES MUST BE GST EXCLUSIVE AND ENTERED IN $’000. FIGURES MUST BE IN WHOLE DOLLARS WITH NO HIDDEN DECIMALS.

**NOTE:** FTE FIGURES MUST BE ENTERED TO 1 DECIMAL PLACE ONLY.

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<th></th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
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<td>Cash ($’000)</td>
<td>Non-staff In-kind ($’000)</td>
<td>Staff In-kind (FTE)</td>
<td>Cash ($’000)</td>
<td>Non-staff In-kind ($’000)</td>
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<td><strong>TOTAL</strong></td>
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**Available resources (Tables 1&2):**

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<th>2018-19</th>
<th>2019-20</th>
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<td></td>
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<td>Staff In-kind (FTE)</td>
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**Available resources (Tables 1&2):**

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</table>

**Available resources (Tables 1&2):**
Schedule 6– Participants List

1. Participants (clause 1.1 and 6)

[Insert the details of the Participants for the purposes of this Agreement, and who are required to perform the role as set out under the table below]

<table>
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<tr>
<th>Name of Participant organisation (use the organisation’s formal legal name)</th>
<th>Organisation Type</th>
<th>ABN</th>
<th>Role</th>
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</thead>
<tbody>
<tr>
<td>Name of Participant organisation</td>
<td>Industry or Research</td>
<td>00 000 000 000</td>
<td>Industry Entity or Research Organisation or Other</td>
</tr>
</tbody>
</table>
EXECUTED as an agreement.

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science by its duly authorised delegate in the presence of

________________________________________  ______________________________
Signature of witness                                                                 Signature of delegate

________________________________________  ______________________________
Name of witness (print)                                                              Name of delegate (print)

________________________________________  ______________________________
Position of delegate (print)

Executed by [insert name of company] in accordance with section 127 of the Corporations Act 2001 in the presence of

________________________________________  ______________________________
Signature of director/company secretary/sole director and sole company secretary
(Please delete as applicable)

________________________________________  ______________________________
Name of director (print)                                                             Name of director/company secretary/sole director and sole company secretary (print)