I, The Hon Christopher Pyne MP, Minister for Industry, Innovation and Science (‘the Minister’), issue the following Programme Guidelines.

Dated 11 December 2015

Minister for Industry, Innovation and Science
Purpose

1. The purpose of these *Programme Guidelines* is to provide a framework for the operation and administration of the Cooperative Research Centres (CRC) Programme (the *Programme*).

2. These *Programme Guidelines* are not an exclusive statement of the Australian Government’s requirements for the *Programme*, nor do they create any legal, equitable or other relationship between the Commonwealth and an *Applicant*.

Commencement

3. These *Programme Guidelines* commence on the day on which they are signed by the *Minister*.

Authority for Programme Guidelines

4. These *Programme Guidelines*:
   
   (a) are made by the *Minister*, and
   
   (b) may be amended by the *Minister* from time to time.

Interpretation

5. The definitions outlined in *Appendix A* apply for the purpose of interpreting these *Programme Guidelines*. These definitions are not intended to substitute for the defined terms in any *Funding Agreement*. 
Cooperative Research Centres Programme

Part One: Overview

Introduction

6. The Programme will assist in:
   
   (a) supporting science, research, and commercialisation; and
   
   (b) enabling growth and productivity for globally competitive industries.

7. The Department is responsible for administering the Programme.

8. CRC Programme Funds may be awarded through open competitive funding rounds with compliant applications assessed against the selection criteria outlined in these Programme Guidelines or as otherwise determined by the Minister.

9. The Programme contains two funding streams:
   
   (a) Cooperative Research Centres (CRCs) to support medium to long term industry-led collaborations; and
   
   (b) Cooperative Research Centres Projects (CRC-Ps) to support short term, industry-led collaborative research.

Programme Objectives

10. The Programme aims to improve the competitiveness, productivity and sustainability of Australian industries, especially where Australia has a competitive strength, and in line with Government Priorities.

11. The Programme aims to foster high quality research to solve industry-identified problems through industry-led and outcome-focused collaborative research partnerships between Industry Entities and Research Organisations.

12. The Programme aims to encourage and facilitate Small and Medium Enterprise (SME) participation in collaborative research.

Programme Outcomes

13. In meeting the Programme objectives, the Programme outcomes may include:
   
   (a) establishing industry-research sector collaborations;
   
   (b) SME participation in collaborative research;
   
   (c) collaborative research results;
   
   (d) research results relevant to Government Priorities;
   
   (e) increased research skills in industry, and increased industry capability in research;
   
   (f) improved competitiveness and productivity for industry participating in CRCs and CRC-Ps; and
   
   (g) industry, research and other users valuing the Programme.
Part Two: Roles and Responsibilities

The Minister

14. The Minister has overall responsibility for the Programme and makes decisions including: which CRCs and CRC-Ps will be funded; the level of funding offered; the conditions of any funding offered; changes to the level of funding and the termination of agreements.

15. The Minister may appoint a Programme Delegate to exercise certain functions and administer the Programme.

Innovation Australia and the CRC Advisory Committee

16. Innovation Australia will provide strategic oversight of the Programme.

17. Innovation Australia will provide advice to the Minister on matters including:
   (a) strategic oversight of the Programme; and
   (b) application assessments and recommendations in relation to selection processes.

18. Innovation Australia may delegate all or part of these roles and responsibilities to a committee, such as the CRC Advisory Committee, pursuant to the Industry Research and Development Act 1986.

19. Details on the current composition of Innovation Australia and its committees including the CRC Advisory Committee can be found at business.gov.au.

The Department

20. The Department is responsible for administering the Programme and carrying out functions as authorised by the Minister.

21. The Department provides secretariat support to Innovation Australia and the CRC Advisory Committee.

22. The Programme Delegate in the Department will carry out such functions as empowered by the Minister, or otherwise duly authorised, in respect of the Programme.

23. The Department may engage experts for the purpose of supporting the development, delivery, administration or other activity relevant to the Programme.

Part Three: Eligibility Requirements

24. The Programme is open to all industry sectors and research disciplines and funding is available to organisations from all industry, research and community sectors.

Applicant Requirements

25. Applications for CRCs will be submitted on behalf of a group of applicants who have agreed to collaborate.

26. Applications for CRC-Ps must be submitted by the Lead Participant, which must be an Industry Entity.

27. A CRC application must have among its applicants at least one Australian:
   (a) Industry Entity; and
   (b) Research Organisation;
and a CRC-P application must have among its applicants at least:

(c) two Australian Industry Entities; (including at least one SME); and

(d) one Research Organisation.

28. Applications must demonstrate the ability to at least match (in cash or in-kind) the level of CRC Programme Funding requested and provided. Cash Contributions, particularly from industry, will be viewed favourably and may result in an application for funding being deemed more suitable.

29. Any organisation named by the Workplace Gender Equality Agency as an organisation that has not complied with the Workplace Gender Equality Act 2012 cannot be part of an application.

30. Applicants who have been Participants of a CRC-P that has completed its funding period will not be excluded from applying under the CRC stream. However, where the proposed Activity of the CRC, as outlined in the application, would duplicate a Project funded under a CRC-P, this will not be considered eligible. This does not exclude the consideration of Activities based on the outputs or outcomes of a Project funded under a CRC-P.

31. An application must demonstrate the ability to undertake the Essential Activities as outlined in clauses 38 and 40.

Part Four: Operational Requirements

Participant Requirements

32. Once an application succeeds in obtaining CRC Programme Funding, the Applicants become Participants in the relevant CRC or CRC-P and have certain obligations.

33. The Participants are required to enter a Participants Agreement.

34. A CRC must maintain amongst its Participants at least one Australian:

(a) Industry Entity; and

(b) Research Organisation;

and a CRC-P must maintain amongst its Participants at least:

(c) two Australian Industry Entities (including at least one SME); and

(d) one Australian Research Organisation.

35. Participants from existing or former CRCs may be Participants in other CRCs or CRC-Ps.

36. Any organisation named by the Workplace Gender Equality Agency as an organisation that has not complied with the Workplace Gender Equality Act 2012 cannot be a Participant.

37. CRCs may secure additional Participants or may substitute Participants during the period of their Funding Agreement, subject to the conditions of their Participants Agreement and the Funding Agreement. Participants are not required to commit for the full funding period.

Essential Activities - CRC

38. As a minimum, CRCs will undertake all of the following, which constitute the Activities of the CRC:
(a) medium to long term industry-led high quality collaborative research to solve industry-
identified problems and deliver outcomes consistent with Government Priorities,
improving the competitiveness, productivity and sustainability of Australian industries;
(b) an industry-focused education and training programme. This must include, but is not
limited to, a PhD programme that complements the research programme and that
increases engagement, technology development, skilled employees and R&D capacity
within Industry Entities;
(c) implementation of strategies that build the R&D capacity within SMEs; and
(d) deployment of research outputs and encouragement of take-up by industry.
39. Where relevant, collaboration formalised through a memorandum of understanding with
one or more relevant Growth Centres to share knowledge, experience and resources to
achieve common goals;

Essential Activities – CRC Projects
40. As a minimum, CRC-Ps will undertake all of the following activities, which constitute the
Project of the CRC-P:
(a) a short term, industry-identified and industry-led collaborative research project to
develop a product, service or process that will solve problems for industry and deliver
tangible outcomes. Projects should benefit SMEs and increase their capacity to grow
and adapt in changing markets;
(b) industry-focused education and training activities, such as internships and
secondments between Industry Entities and Research Organisations; and
41. Where relevant, work with one or more relevant Growth Centres to develop research
outcomes that meet the strategic priorities identified by industry.

International Engagement
42. CRCs are encouraged to collaborate with international organisations and/or with
companies with global supply chains and access to international markets, to provide
national benefits to Australia.

Part Five: Funding

Funding Available
43. There is no specified limit to funding available for each CRC under the Programme. The
total amount of funding available to the Programme is limited by Appropriation.
44. A maximum of $3 million (GST exclusive) of Australian Government funding is available for
each CRC-P. Only CRC-Ps of exceptional merit are likely to be awarded the maximum
level of CRC Programme Funds.
45. Funding Agreements are for fixed Australian dollar contributions from the Australian
Government during the funding period. The Australian Government will not increase
funding for cost increases.
46. CRCs and CRC-Ps will be funded for a single, specified term to undertake the Activities or
Project respectively, as specified in the Funding Agreement. There will be no additional
funding or extension to the term specified in the Funding Agreement.
47. Existing CRCs are not eligible to apply for additional funding or an extension to the term specified in the Funding Agreement.

Other Sources of Funding

48. Other sources of funding (including Commonwealth, state or territory, local level or private sector funding) may be used by CRCs and CRC-Ps in addition to **CRC Programme Funding** (subject to the funding rules or conditions imposed on those funds).

49. **CRC Programme Funding** must not be used to fund the same Activities or Project previously funded or currently being funded through any other funding scheme. Full details of any financial assistance received for, or in connection with, the Activities or Project must be disclosed to the Department at the time of application and on an ongoing basis.

50. The Commonwealth may at its sole discretion terminate or reduce its payments to the extent that other funding assistance duplicates **CRC Programme Funding** for the same Activities or Project.

Duration of Funding

51. **CRC Programme Funds** are the funds provided by the Department under the Funding Agreement.

52. **CRC Programme Funding** is available for varying periods of up to ten years for CRCs and up to three years for CRC-Ps.

53. CRCs and CRC-Ps are funded for a single, specified term to undertake the Activities or Project respectively, as specified in the Funding Agreement. There will be no additional funding or extension to the term specified in the Funding Agreement.

54. Funding for a CRC or CRC-P may be terminated by the Minister who may act upon a recommendation by Innovation Australia, which may consider:
   
   (a) progress in achieving Milestones;
   
   (b) quality of research and translation;
   
   (c) outcomes of reviews;
   
   (d) noncompliance with Funding Agreement; and
   
   (e) any other relevant information.

Use of CRC Programme Funds

55. **CRC Programme Funds** must be spent only for the purposes of undertaking the Activities of the CRC or Project of the CRC-P as specified in the Funding Agreement.

56. **CRC Programme Funds** are primarily intended to be spent in Australia and may be used for:

   (a) salaries for researchers and support staff, fellowships and student stipends, and direct salary on-costs;

   (b) the Direct Support Costs of Research and translation;

   (c) Indirect Support Costs of Research and translation; and/or

   (d) Capital Items, such as equipment, but not to purchase or pay for the construction of facilities such as buildings, laboratories etc.
57. Where CRC Programme Funds are to be spent overseas, consistent with the Funding Agreement, such expenditure must significantly improve the competitiveness, productivity and sustainability of Australian industries, especially in line with Government Priorities. CRC Programme Funds cannot be spent overseas for the Indirect Support Costs of Research.

58. Renovation or extension of buildings and facilities using CRC Programme Funds is only allowed in exceptional circumstances with approval from the department if this is the most appropriate and effective way of supporting a CRC or CRC-P to achieve its objectives. However, the preferred approach is that the CRC Programme Funds be used to pay for the costs of leasing existing facilities.

59. CRC Programme Funds must not be used to pay a Participant for the indirect support costs of staff employed by the Participant. Such costs should be met by the Participant.

60. CRC Programme Funds must not be used to reimburse Participants for the costs associated with existing staff or other resources committed by the Participants to the CRC or CRC-P as In-kind Contributions under the Funding Agreement.

Participant Contributions

61. All Participants in a CRC or CRC-P must contribute resources to the CRC or CRC-P. The total of these resources including cash and in-kind, tied and untied, must at least match the amount of funding sought from the Programme over the funding period.

62. Proposed cash and in-kind resources from Participants are treated equally for determining the ‘matching’ contributions against the CRC Programme Funding.

63. Access to non-staff In-kind Contributions must be valued proportionally to the usage by the CRC or CRC-P and based on the running costs and depreciation of the Capital Item (where applicable).

64. Successful CRC and CRC-P Participant Contributions must be provided in accordance with the application for funding.

65. Determination of the proportion of contributions from Participants and subsequently their proportion of return from any income or access to Intellectual Property is a matter for the CRC or CRC-P Participants.

66. Australian Government funds awarded (or contracted) to researchers employed by Participants, or to the Participants themselves, for specific projects cannot be counted towards a Participant’s contributions.

Part Six: Governance

67. All CRCs and CRC-Ps must employ a governance model that demonstrates good practice in its design and, after establishment, good practice in its execution.

Requirements of Governance Model – CRCs

68. The good governance principles identified by the Australian Stock Exchange (ASX) Corporate Governance Council may assist in developing a sound governance model. More detail on the principles is available from the ASX website ([www.asx.com.au](http://www.asx.com.au)).
69. All CRCs must be established and be governed by as an incorporated company, limited by
guarantee (the CRC Entity).

70. CRC Boards must include a Chairperson who is independent of the Participants with the
necessary skills and experience required to lead an organisation with diverse Participant
needs and outcomes.

71. The composition of the CRC Board should include senior figures with general industry
experience (not necessarily from the specific industry of the CRC) and reflect skills,
experience and expertise relevant to managing the CRC. The majority of Board members
should be independent.

72. In order to effectively manage a diverse collaboration, the CEO of a CRC must commit
100 percent of their time and effort to the CRC unless otherwise agreed by the
Department. The CEO must have experience in project management, business
management, commercialisation management (including Intellectual Property
management) and relevant sector and technology experience.

Requirements of Governance Model – CRC-P

73. CRC-Ps must have governance arrangements that are suitable to deliver the proposed
results.

74. CRC-P Applicants need to ensure they have fully considered the legal and taxation
implications of the structure proposed in their application and that it deals effectively with
the ownership and management of Intellectual Property.

Part Seven: Application and Selection Process

Applications

75. The Minister may call for CRC or CRC-P applications in an open selection round, or
otherwise at the Minister’s sole discretion.

76. Applicants should note that the Minister or Programme Delegate:

(a) may suspend or terminate the call for applications;

(b) may approve or decline an application for funding at his/her discretion, after
considering the advice of Innovation Australia and the Department; and

(c) is not obliged to approve an application for CRC Programme Funding because an
Applicant satisfies these Programme Guidelines or for any other reason (including the
advice of Innovation Australia).

77. A Probity Advisor may be appointed by the Department for each selection round. The
Probity Advisor ensures that:

(a) all applications are assessed fairly and in accordance with the arrangements set out in
these Programme Guidelines; and

(b) conflicts of interest are declared and are addressed in accordance with the CRC
Programme Code of Conduct, Conflict of Interest and Confidentiality Guidelines, as

78. Information for Applicants will be made available at business.gov.au for each CRC or
CRC-P selection round.
Compliant applications

79. A CRC or CRC-P application is compliant if it meets all of the following requirements:

(a) it is received on or before the deadline;
(b) it is lodged as directed by the Department using the correct application forms;
(c) it adheres to specified page limits;
(d) it provides all information required;
(e) it meets all eligibility requirements outlined in these Programme Guidelines;
(f) it meets the requirements for Participant Contributions outlined in these Programme Guidelines;
(g) it addresses each of the selection criteria outlined in these Programme Guidelines; and
(h) it is endorsed by the head of each organisation that is a party to the application, or an authorised representative who has authority to commit funds and/or resources to the proposed CRC or CRC-P on behalf of the organisation.

80. An application that has been submitted previously, but has not been successful, must address any issues identified in any feedback provided on the previous application(s). Re-submission, including where feedback is satisfactorily addressed, does not automatically constitute a meritorious application, and funding is not guaranteed.

81. The Minister or Programme Delegate may refuse to accept an application if they deem that it is substantially the same as a previous ineligible or unsuccessful application.

82. The Department’s decision about whether an application is compliant is final. If an application is assessed as non-compliant, it may be excluded from any further consideration. The Department, at its sole discretion, may seek additional information, allow Applicants to remedy minor errors, or accept late applications, but will not accept responsibility for any misunderstanding arising from the failure by an Applicant to comply with the requirements set out in these Programme Guidelines, or arising from any ambiguity, discrepancy, inconsistency, error or omission contained in an application.

83. Under Clause 137 of the Criminal Code Act 1995, giving false or misleading information to a Commonwealth entity is an offence. In addition to prosecution, if the Department is satisfied that any statement made in an application for funding is incorrect, incomplete, false or misleading, the Department may, at its absolute discretion, take appropriate action. Such action may include excluding an application from further consideration; withdrawing an offer of funding; and/or terminating any agreement between the Commonwealth and the Applicant.

Selection Criteria

84. The selection criteria listed at clause 85 apply to both CRC and CRC-P applications. However, the selection processes for CRCs and CRC-Ps are separate.

85. Compliant CRC and CRC-P applications will be assessed against the following criteria:

(a) the expected industry outcomes, including:
   - the industry-identified problem (or problems) to be solved;
   - the tangible industry outcomes expected to derive from the research activity;
   - the commercial potential of the expected outputs and any spill-over benefits;
(b) the proposed research Activities or Project, including:
   - how the proposal would solve the industry-identified problem or problems;
   - the methodology to be applied to achieve outcomes and adoption of new technologies;
   - the potential Participants and their levels of proposed commitment;

(c) demonstrated governance and management capability, including:
   - expertise in project management, business management, commercialisation management and in the relevant market sector or technology;

(d) the proposed education and/or training programme, including:
   - how the proposed Activities or Project would contribute to capacity and capability building in related industry and research sectors;

(e) value for money, including
   - the level of CRC Programme Funding requested, the intended term, and how it will be used;
   - demonstrated need for funding – why the industry challenge would not be addressed without CRC Programme Funding;
   - why the Australian Government should invest in the CRC or CRC-P; and

(f) expected national benefits, including:
   - the extent to which the proposal aligns with Government Priorities;
   - how the proposal improves Australia’s competitiveness in the global economy; and
   - anticipated spill-over effects.

86. The selection criteria listed at clause 85 are not equally weighted. Selection criteria (a) and (b) will be weighted at 30 per cent each, and selection criteria (c), (d), (e) and (f) will be weighted at 10 per cent each.

87. Further information on the selection criteria may be published on business.gov.au during a selection round.

Selection Process – CRC

88. Compliant CRC applications as part of an open selection round will be considered in two stages on merit and against all other CRC applications.

89. Stage 1 will involve an online proposal that responds to, and provides a statement of claims against the selection criteria at clause 85.

90. At Stage 1 Innovation Australia will advise the Minister of the outcome of its assessment of all applications and will make recommendations on which applications are suitable for progression to Stage 2 of the assessment process.

91. Stage 2 will require the applicant to provide a full written business case including:
   (a) full details of the intended Activities;
   (b) a more detailed statement of claims against the selection criteria;
   (c) a comprehensive budget including Participant Contributions;
   (d) a completed Impact Tool;
   (e) details of key staff including roles, responsibilities and experience.
The applicant will also be required to present the business case in an interview with Innovation Australia and/or Independent Experts.

92. Innovation Australia may seek expert advice from industry, government and the research sector on any aspect of the application.

93. In assessing compliant applications Innovation Australia will consider submitted material, interviews, expert advice and any other relevant matters. Innovation Australia will make recommendations to the Minister at both stages based on:
   (a) the selection criteria;
   (b) Government Priorities;
   (c) all other compliant applications; and
   (d) any other relevant matters.

94. Following the Stage 2 interviews Innovation Australia will advise the Minister of the outcome of its final assessment of applications and will make recommendations on:
   (a) which applications are suitable for funding
   (b) the national benefits to be delivered through funding of the CRC;
   (c) the level of funding for each successful Applicant; and
   (d) any conditions to apply to any offer of funding.

95. The Minister will make decisions:
   (a) at Stage 1, regarding the applications that will progress to Stage 2; and
   (b) at Stage 2, regarding which applications will be funded, the level of funding offered to each successful Applicant and the terms and conditions, if any, of any funding offer.

96. The Minister’s decisions:
   (a) will take into account the requirements of these Programme Guidelines;
   (b) will have regard to the advice of the Innovation Australia; and
   (c) may take into account other relevant matters, including the application and related documentation.

97. Applicants will be advised in writing whether they have been successful at Stage 1 and will progress to Stage 2. Applicants successful at Stage 1 will be advised of the requirements of Stage 2.

98. Applicants successful at Stage 2 will be sent a letter of offer setting out funding details and any conditions that must be addressed before the offer can be accepted, or that will otherwise apply to the funding. Unsuccessful Applicants at all stages will be provided with feedback and may be offered the opportunity to discuss the application.

Selection Process – CRC-P

99. Compliant CRC-P applications will be considered in one stage on merit and against all other CRC-P applications.

100. The Lead Participant must make an online application using the form available at business.gov.au. The application must include:
   (a) a statement of claims against selection criteria;
   (b) a proposed budget including Participant Contributions; and
   (c) proposed timeframes, including relevant Milestones of the proposed Project.
101. *Innovation Australia* may seek expert advice from industry, government and the research sector on any aspect of the application.

102. In assessing compliant applications *Innovation Australia* will consider submitted material, interviews, expert advice and any other relevant matters. *Innovation Australia* will make recommendations to the Minister based on:

(a) the selection criteria;
(b) *Government Priorities*;
(c) all other compliant applications; and
(d) any other relevant matters.

103. Following the consideration of applications *Innovation Australia* will advise the Minister of the outcome and will make recommendations on:

(a) which applications are suitable for funding;
(b) the national benefits to be delivered through funding of the CRC-P;
(c) the level of funding for each successful Applicant; and
(d) any conditions to apply to any offer of funding.

104. The Minister will make decisions regarding which applications will be funded, the level of funding offered to each successful Applicant and the terms and conditions, if any, of any funding offer.

105. The Minister’s decisions:

(a) will take into account the requirements of these *Programme Guidelines*;
(b) will have regard to the advice of the *Innovation Australia*; and
(c) may take into account other relevant matters, including the application and related documentation.

106. The Minister must not approve an application if he/she reasonably considers that the application cannot be accommodated within the CRC Programme Funding available for the financial years to which the application relates, following an assessment of:

(a) existing commitments of CRC Programme Funds in the current financial year;
(b) existing commitments in future years; and
(c) CRC Programme Funds currently available.

107. Applicants will be advised in writing whether they have been successful at receiving funding. Successful Applicants will be sent a letter of offer setting out funding detail and any conditions that must be addressed before the offer can be accepted, or that will otherwise apply to the funding.

108. Unsuccessful Applicants may be provided with feedback on their application and may be offered the opportunity to discuss the application.

**Announcements**

109. The Minister may make a formal announcement advising which applications have been successful and the level of funding offered. Such public announcements may also include information provided by successful Applicants, compiled or obtained during the assessment of applications and negotiation of *Funding Agreements* and following consultation with Applicants as required.
110. The Department will also report the details regarding the award of grant funds on its website as per the requirements of the Commonwealth Grants Rules and Guidelines.

Part Eight: Administration

Legal Agreements

111. The CRC collaboration will be supported by two formal agreements:
   (a) the Funding Agreement – an agreement between the CRC Entity and the Australian Government setting out the terms on which funding is provided; and
   (b) a Participants Agreement – an agreement between the Participants and the CRC Entity.

112. The CRC-P collaboration will be supported by:
   (a) the Funding Agreement – an agreement between the Lead Participant (one of the Industry Entities) and the Australian Government; and
   (b) a Participants Agreement – an agreement between the Lead Participant and the Participants in the Project.

Funding Agreements

113. The Funding Agreement will provide for flexibility in Participant commitment, balanced against the need for stability in the collaboration, the provision of matched funding and the ability of the CRC to undertake its Activities, or the CRC-P to undertake its Project to achieve the proposed outputs and outcomes.

114. The Funding Agreement for CRCs and CRC-Ps will include:
   (a) standard terms and conditions; and
   (b) schedules which address specific Activities or details of the Project and funding.

115. The schedules will reflect the information provided in the successful funding applications and funding offer, and will include:
   (a) the proposed Activities or Project;
   (b) intended outcomes and outputs;
   (c) impacts and their expected benefits;
   (d) Participants;
   (e) the budget, including Participant Contributions; and
   (f) the amount and timing of CRC Programme Funds.

116. The Funding Agreement will refer to the Participants Agreement, but the Commonwealth will not be a party to the Participants Agreement.

117. The Funding Agreement will address Participant obligations and Commonwealth rights including:
   (a) compliance with relevant national, and where applicable international, research integrity and ethics codes and guidelines;
   (b) reporting, which is on a quarterly basis at minimum;
   (c) confidentiality;
   (d) privacy;
insurance and indemnity;
(f) intellectual property;
(g) record-keeping requirements;
(h) auditing and access rights of the Commonwealth;
(i) cooperation with evaluations; and
(j) compliance and all applicable Commonwealth, State and Territory laws.

118. The Funding Agreement empowers the Commonwealth to recover CRC Programme Funds, and includes provision for deferral, variation and termination of funding in certain circumstances, including failure to comply with the Funding Agreement. The CRC Entity or CRC-P Lead Participant may be required to repay CRC Programme Funding if it has been expended contrary to the terms of the Funding Agreement.

119. The Funding Agreement also outlines the process by which the CRC Entity or CRC-P Lead Participant will deal with any Conflicts of Interest that may arise, as well as dispute resolution procedures which must be followed.

120. A Funding Agreement may include any other terms that the Minister or Programme Delegate considers necessary to protect the Commonwealth's interests in securing the achievement of the research outcomes, relevant Commonwealth policies, the Programme policy objectives set out in these Programme Guidelines and making appropriate use of public monies.

121. The Funding Agreement requires that Participants commit to showcasing their Activities and Projects as successful cases of industry-led research collaboration, to demonstrate the value of the Programme to other Australian industry and Research Organisations.

122. A draft Funding Agreement template is available at business.gov.au.

123. The Commonwealth reserves the right to amend the standard terms and conditions of the Funding Agreement before finalisation with successful Applicants.

124. The Funding Agreement may be varied, subject to the Minister’s or Programme Delegate’s agreement, during the funding period to reflect changes in the Participants, their contributions, the budget or Activities or Project of the CRC or CRC-P. This provides scope for CRCs or CRC-Ps to respond to new opportunities and the dynamics of their research programmes. Requests for variations to increase the agreed amount of CRC Programme Funds will not be considered.

125. Innovation Australia will provide advice to the Minister in circumstances where any proposed changes in the Participants would materially reduce the CRC’s or CRC-P’s capacity to undertake its proposed Activities or Project and to achieve the proposed outputs and impact on the continued viability or otherwise of the CRC or CRC-P.

126. The Minister or Programme Delegate will not vary an approved Activity or Project unless that variation would:

(a) enhance the ability of the CRC or CRC-P to achieve or improve the Activities or Project outputs or outcomes as identified in the Funding Agreement;

(b) be consistent with the Programme policy objectives and purpose set out in these Programme Guidelines and any relevant policies of the Department; and

(c) be appropriate in all circumstances.
Relationship between Programme Guidelines and Funding Agreement

127. In case of any contradictory information contained in these Programme Guidelines, and/or the Participants Agreement and/or the Funding Agreement, the Funding Agreement takes precedence.

Participants Agreement

128. The Participants Agreement may cover matters such as:
   (a) the establishment of the CRC Entity to govern and manage the CRC;
   (b) payment of Participant Contributions;
   (c) ownership of IP;
   (d) commercialisation of research results including licensing arrangements;
   (e) appointments of key staff; and
   (f) any other matters relevant to an equitable sharing of the costs and benefits of the work of the CRC among Participants.

129. A template Participants Agreement is available at business.gov.au. The template Participants Agreement is a resource only and its use is not mandatory. The Australian IP Toolkit for Collaboration also provides a useful framework for establishing collaborations. It is designed to facilitate, simplify and improve collaboration between researchers and industry, and the tools and model contracts can also be used as a neutral starting point to a collaboration. It is the responsibility of all Participants to ensure that the terms of the Participants Agreement are consistent with, and enable them to carry out their obligations under, the Funding Agreement.

130. The Participants Agreement for CRCs and CRC-Ps must not be inconsistent with the Funding Agreement, the laws of the Commonwealth, a State or Territory or these Programme Guidelines.

131. Participants for CRCs and CRC-Ps are to negotiate arrangements and procedures for handling all IP created through the CRC and CRC-P, in a manner which maximises the benefits to Australia and the Participants. These arrangements may include the allocations of IP rights, or of the income from IP, between the CRC and its Participants, including the allocations upon future wind-up of the CRC. Participants may wish to consult the IP Toolkit for Collaboration, which is available at business.gov.au.

Offer of Funding

132. A letter of offer will be sent to successful CRC or CRC-Ps. The offer of funding will remain valid for six months for CRCs or 30 calendar days for CRC-Ps from the date of the letter of offer and may be withdrawn after this time if the Funding Agreement has not been executed by both parties.

Payments

133. The initial payment will be a proportion of the first quarterly payment paid on commencement of the Funding Agreement subject to the Department being satisfied that significant progress has been made in finalising the Participants Agreement. The second payment will be the remaining proportion of the first quarterly payment and will be made in arrears once both the Funding Agreement and Participants Agreement have commenced subject to provision of a satisfactory quarterly statement to the Department.
134. All other payments will be made quarterly in arrears subject to the provision of a satisfactory quarterly statement to the Department and compliance with reporting requirements.

135. The quarterly financial statements must contain a certification by the CEO or a board member that all funding received was expended for the CRC’s Activities or the CRC-P’s Projects and in accordance with the Funding Agreement and relevant Milestones.

136. Continued CRC Programme Funding through the period of the Funding Agreement is subject to:

(a) satisfactory progress against agreed research (including education and training) and commercialisation Milestones;

(b) ongoing support from Participants; and

(c) ongoing ability to fulfil the Participant Contributions, in accordance with the Funding Agreement.

137. Before the final payment is made, an independent audit certificate from the CRC or CRC-P will be required. The audit certificate must cover all Eligible Expenditure.

138. CRC Programme Funding may be deferred, varied, or terminated at the Minister or Programme Delegate’s sole discretion.

Taxation Obligations

139. CRC Programme Funds attract the Goods and Services Tax (GST). Payments are increased from the contracted GST-exclusive amounts to compensate for the amount of this tax.

140. CRC Programme Funds under the Programme are treated as assessable income for taxation purposes, unless specifically exempted. On this basis, Applicants are recommended to seek their own independent professional advice on their taxation obligations.

141. R&D Tax Incentive clawback provisions may apply and industry contributions to CRCs may be eligible for the R&D tax offset. Information on the R&D Tax Incentive is available from business.gov.au and the Australian Tax Office.

Other terms and conditions

142. All applications for funding become the property of the Department once lodged. The Department may copy, amend, extract or otherwise deal with all or any part of an application for the purpose of conducting the assessment process or for promoting, evaluating or reporting on the Programme.

143. Notwithstanding any other provision of these Programme Guidelines, the Minister or Programme Delegate reserves the right to:

(a) require additional information or clarification from any or all Applicants;

(b) allow or not allow a successful Applicant to enter into a Funding Agreement in the name of a different legal entity from the entity which it used in its application for funding;

(c) withdraw an offer to an Applicant to enter into a Funding Agreement at any time before the Funding Agreement is executed if the Minister or Programme Delegate considers, in his or her absolute discretion, that:
the Activities or Project have materially changed;
any aspect of the Applicant’s application has materially changed; or
the Applicant is not going to be able to (or does not) comply with any requirement of these Programme Guidelines.

144. The Minister or Programme Delegate may refuse to approve or enter into a Funding Agreement with an Applicant where they deem the Activities or Project to be inconsistent with Australia’s international obligations, including under the World Trade Organisation (WTO).

Part Nine: Reporting, Monitoring and Evaluation

Reporting

145. CRCs and CRC-Ps must provide reports to the Department. The reports must be in the form requested by the Department and relate to the time-period specified by the Department. Reports requested may include quarterly, annual, end of CRC or CRC-P reporting, and post-completion reporting.

146. Key reporting requirements will be outlined in the Funding Agreement, and the Department will issue further reporting guidance from time to time, available at business.gov.au.

Review of CRCs

147. The Department may commission reviews of CRC’s performance from time to time. These reviews may include an assessment of the CRC’s achievements against specified intended outputs and outcomes in the Funding Agreement.

148. Innovation Australia will oversee any reviews. An expert review panel, independent of the particular CRC, may be established. The review panel members will be selected on the basis of their relevant expertise and professional standing and will include at least one CRC Advisory Committee member, or an Innovation Australia nominated external advisor.

149. The Department will issue guidance for such reviews from time to time, to be available at business.gov.au.

Additional Reviews

150. The Minister or the Department may commission ad hoc reviews from time to time, including in cases where substantial changes to the CRC or CRC-P are being proposed or the CRC or CRC-P is not meeting outputs and outcomes as specified in the Funding Agreement.

Evaluation

151. CRC and CRC-P performance will be evaluated against agreed outputs and outcomes as specified in the Funding Agreement.

152. Information provided by CRCs and CRC-Ps will be used by Innovation Australia and the Department as a framework against which a CRC’s or CRC-P’s performance can be evaluated.
153. The Funding Agreement, reports and formal reviews will require CRCs and CRC-Ps to collect and maintain information relevant to assess the achievement of CRC or CRC-P outputs and outcomes.

154. The purpose of these evaluations is to maintain rigorous evidence of the benefits delivered to the Australian economy through the Programme.

155. Innovation Australia may, at its sole discretion and at any time, request information within a specified time frame regarding a CRC’s or CRC-P’s performance. This information will be considered by Innovation Australia in its evaluation of ongoing performance.

Other Information

156. The Department will from time to time provide additional guidance on the monitoring and evaluation of CRCs and CRC-Ps.

157. Innovation Australia and the CRC Advisory Committee may, at its discretion and at any time, request information within a specified time frame regarding a CRC’s or CRC-P’s performance.

Part Ten: Commonwealth’s Other Rights

158. Nothing in these Programme Guidelines should be construed to give rise to any contractual obligations or rights, express or implied, by the issue of these Programme Guidelines or the submission of an application under the Programme. No contract will be created until a formal written Funding Agreement is executed between a successful Applicant and the Commonwealth, represented by the Department.

159. Notwithstanding any other provision of these Programme Guidelines, the Minister reserves the right, at any time, to:

(a) alter, amend or vary these Programme Guidelines, and the process outlined in these Programme Guidelines; and

(b) act, refrain from acting, or make a decision, that is inconsistent with these Programme Guidelines.

160. Notwithstanding the approval of any application for CRC Programme Funding, the provision of CRC Programme Funding by the Commonwealth, and the amount of any CRC Programme Funding, is subject to available Australian Government funding and changes in Australian Government policy.

161. From time to time, the Department may enter an agreement with another Commonwealth entity to assist with administering a CRC specific to that Commonwealth entity. This agreement may take guidance from these Programme Guidelines but a CRC administered under such an agreement does not become part of the Programme.

Part Eleven: Privacy, Confidentiality and Freedom of Information

Privacy

162. The Department is bound by the Australian Privacy Principles (APPs) outlined in Schedule 1 of the Privacy Act 1988 (Privacy Act). The APPs regulate how the Department may collect, use, disclose and store Personal Information.
163. **Personal Information** under the **Privacy Act 1988** means information or an opinion (whether true or false) about a natural person who is identifiable or reasonably identifiable.

164. **Personal Information** obtained by the Department will only be used by the Commonwealth and disclosed to contractors, the Minister and Ministerial office for the purposes of:

(a) administering the *Programme* and any related purposes, including programme and policy evaluation and development; and

(b) departmental research, analysis, and evaluation, except where authorised or required by law.

165. You must obtain consent from the individual before providing their **Personal Information** to the Department or any other third parties, except where authorised or required by law.

166. For further information as to how the Department handles **Personal Information**, please refer to the Department's [Privacy Policy](#).

**Confidentiality**

167. We will treat your information as **Confidential Information** if:

(a) you clearly identify the information as confidential; and

(b) the information has the necessary quality of confidence (that is, it must be significant information which is private and not already in the public domain).

168. Unless we obtain your consent, we will not disclose your **Confidential Information** other than to:

a) Commonwealth employees and contractors; and

b) the responsible Commonwealth *Minister*

for the purposes of:

(c) administering the *Programme* and any related purposes, including programme and policy evaluation and development; and

(d) departmental research, analysis, and evaluation.

169. The name of the CRC provided by *Applicants* may be used to publicly advise the title of the CRC applications that have been received in a selection round and/or that are progressing to Stage 2 of the assessment process.

170. The information provided in an application for **CRC Programme Funding**:

(a) will be used by the *Department* to determine eligibility for **CRC Programme Funding**, for the assessment of applications, and for the administration and further development of the *Programme*. Any subsequent information provided to the *Department*, its Advisers or other service providers in the course of the *Programme* may be used for similar purposes;

(b) may be disclosed between the *Department*, its advisers and other contractors and service providers (including *Independent Experts*) for the purposes described above;

(c) may be disclosed to other government departments and agencies;

(d) may be disclosed for audit purposes to contractors engaged by the *Department* and to other Australian Government agencies for audit, reporting and law enforcement purposes;
(e) may be disclosed by the Department for other purposes it if obtains the Applicant's consent; and

(f) may also be disclosed as permitted or required by law, or in response to questions posed by the Minister, Parliament or its committees (for example, if the Department is required to respond to a resolution of the Parliament, or an order of a court).

171. In addition to anything in these Programme Guidelines, from time to time the Department may be authorised or required by law to disclose information (including Personal Information and Confidential Information) to other persons, including but not limited to:

a) a Commonwealth Minister and Ministerial office;

b) a House or a Committee of the Parliament of Australia;

c) the Auditor-General under the Auditor-General Act 1997;

d) the Commonwealth Ombudsman under the Ombudsman Act 1976; and

e) the Privacy Commissioner under the Privacy Act 1988.

172. Confidential Information may also be disclosed if the Commonwealth is otherwise required or permitted by law to do so, where the consent of the Applicant to the release of information is obtained prior to its disclosure, or where the information enters the public domain due to the actions of someone other than the Commonwealth.

173. Applicants concerned about confidentiality should contact the Department's Privacy Contact Officer:

Privacy Contact Officer

Email: privacy@industry.gov.au

Department of Industry, Innovation and Science

10 Binara Street

Canberra City ACT 2601

GPO Box 9839

Canberra ACT 2601

Freedom of Information

174. All documents created or held by the Department in relation to the Programme are subject to the Freedom of Information Act 1982 (FOI Act). Unless information is exempt, it will be made available to the general public if requested under the FOI Act.

175. All FOI requests are to be referred to the FOI Coordinator in the Department (foi@industry.gov.au). Decisions regarding requests for access will be made by an authorised officer in accordance with the requirements of the FOI Act.

Information Storage

176. Any information obtained will be stored and held in accordance with the Department’s obligations under the Archives Act 1983.
Disclosure of interest

177. The Department has procedures for managing disclosure of interest by departmental staff, technical experts and other third parties involved in assessments of applications. Conflicts of Interest will be managed in accordance with these procedures.

178. The Department's procedures for managing disclosure of interest are in accordance with the requirements of the APS Code of Conduct (section 13 (7) of the Public Service Act 1999) and are published on the departmental website.

179. The Department will manage potential, perceived and actual Innovation Australia or CRC Advisory Committee member conflicts of interest through a disclosure of interest process that requires declaration of any Conflict of Interest by Innovation Australia and CRC Advisory Committee Members and exclusion of that member(s) from the application assessment if the Department determines that the Conflict of Interest is material.

Complaint Handling Mechanism

180. The Department has procedures for the handling of complaints concerning the Programme, available at business.gov.au. Complaints concerning assessments and/or decisions will, in the first instance, be directed to the Programme Delegate.

181. The Applicant is also entitled to lodge a complaint with the Commonwealth Ombudsman. Details of how Applicants may lodge a complaint are available at business.gov.au.
Appendix A

Definitions of Key Terms

In these Programme Guidelines unless the contrary intention applies:

**Activities** means the research, education, commercialisation and other programmes undertaken by the CRC.

**Applicant** means an entity referred to in these Programme Guidelines that submits an Application for CRC Programme Funding.

**Capital Item** means an asset of durable nature, the purchase price of which exceeds $20,000.

**Cash Contributions** means money, which is not a loan, that is immediately available to the CRC or the CRC-P for use for the Activities or the Project.

**CEO** means the person appointed as the Chief Executive Officer of the CRC (whether known as the Chief Executive Officer or another title such as director or manager).

**Conflict of Interest** means the exercise of a power or making of a decision by a person in a way that may be, or may be perceived to be, influenced by either a material personal interest (whether financial or non-financial) or a material personal association.

**CRC Advisory Committee** is a committee of Innovation Australia established under the Industry Research and Development Act 1986.

**CRC Board** means the board of directors of a CRC.

**CRC Entity** means the incorporated company that will govern and manage the CRC (the CRC being the collaboration between the Participants and the CRC Entity).

**CRC Programme Funds or Funding** means funds provided by the Australian Government for the Programme as a whole, and/or financial assistance provided to a CRC or CRC-P for expenditure on Activities or a Project under a Funding Agreement.

**Department** means the department responsible for administering the Programme.

**Direct Support Costs of Research** means those costs that are specifically related to an individual research activity and do not include indirect costs of research.

**Eligible Expenditure** means expenditure that is authorised by the Funding Agreement.

**Funding Agreement** means a single agreement for the receipt of a grant under the Programme. A draft Funding Agreement template is available at business.gov.au.

**Goods and Services Tax (GST)** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.

**Government Priorities** means the Science and Research Priorities, the Industry Knowledge Priorities developed under the Industry Growth Centres Initiative, or any other science, research, industry and innovation priorities identified by the Australian Government from time to time.
**Growth Centre** means a not-for-profit company limited by guarantee responsible for delivering the Industry Growth Centres Initiative.

**Impact Tool** means a high level, strategic planning tool that supports Applicants to identify the type and value of costs, benefits and risks associated with the CRC.

**Independent Experts** means experts appointed by the Department, Innovation Australia or the CRC Advisory Committee to assist with specific aspects of assessing funding applications and performance reviews.

**Indirect Support Costs of Research** means costs that do not directly support an individual research activity including institutional overheads and administrative charges, infrastructure and facilities such as physical space and all the services associated with it, furniture and consumables that are not specific to the research activity.

**Industry Entity** means 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; and
- entities where the primary function is administrative or to provide support services to a CRC-P.

**In-kind Contributions** means non-cash resources contributed by a Participant to conduct the Activities of the CRC or the Project of the CRC-P. They may be staff or non-staff resources.

**Innovation Australia** means the independent statutory body established under the Industry Research and Development Act 1986. Innovation Australia may, by resolution, delegate to a committee (such as the CRC Advisory Committee) all or any of its functions and powers.

**Intellectual Property or IP** includes all copyright (including rights in relation to phonograms and broadcasts), and all rights in relation to inventions (including patents), plant varieties, registered and unregistered trademarks, registered designs, confidential information (including trade secrets and know-how) and circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Lead Participant** means the Industry Entity in a CRC-P collaboration responsible for managing the Project on behalf of the collaboration.

**Milestones** means activities, targets or performance indicators to be achieved in a given time-frame, which define a CRCs or CRC-Ps critical path in delivering the proposed outputs.

**Minister** means the Minister for Industry, Innovation and Science.

**Participant** means those persons or bodies who provide support (including essential cash or in-kind contributions) that is integral to the success of the CRC or the CRC-P.

**Participants Agreement** means the agreement between the Participants. A template Participants Agreement is available at business.gov.au.

**Participant Contributions** means the cash contributions, personnel, facilities and services to be provided by a Participant to the CRC for the Activities or to the CRC-P for the Project from its own resources.
**Personal Information** means the same as in the *Privacy Act 1988*.

*Programme* means the Cooperative Research Centres (CRC) Programme.

*Programme Delegate* means an employee of the *Department* who has been empowered by the *Minister*, or is otherwise duly authorised, to carry out the relevant functions in respect of the *Programme*.

*Programme Guidelines* means these guidelines, which are given by the *Minister* to the *Department* to provide a framework for the operation and administration of the *Programme*, as in force from time to time.

*Project* means a project described in an application for a CRC-P.

*Publicly Funded Research Organisation* means all higher education providers listed at Table A and Table B of the *Higher Education Support Act 2003* as well as Federal, State and Territory Government departments or agencies which undertake publicly funded research. This includes, but is not limited to, Commonwealth Scientific and Industrial Research Organisation, Defence Science and Technology Organisation, Australian Institute of Marine Science and Australian Nuclear Science and Technology Organisation.

*Research Organisation(s)* means a *Publicly Funded Research Organisation*.

*Small or Medium Enterprises (SMEs)* means firms or industry which employ up to 200 staff.