

GRANT FUNDING AGREEMENT

PARTIES											
ARIIA	Aged Care Research & Industry Innovation Australia Limited (ABN 40 670 970 331) of Level 2, Flinders University at Tonsley, 1284 South Road, Clovelly Park SA 5042										
LEAD ORGANISATION	[INSERT NAME] (ABN [insert]) of [insert address]										
DETAILS											
BACKGROUND	<p>ARIIA entered into a Commonwealth Grant to receive Commonwealth funding to maintain and enhance its research and innovation initiatives.</p> <p>(a) As a part of the Grant, ARIIA has established the Aged Care Collaborative to provide a number of grants for translational research projects that are aligned with sector priorities.</p> <p>(b) The Lead Organisation has submitted the Proposal to conduct and co-fund the Project and ARIIA has offered funding for the Project. The Lead Organisation will engage with the Participating Organisation(s), upon terms determined by the Lead Organisation as appropriate for the role/s of the Participating Organisation(s), in the conduct of the Project.</p> <p>(c) ARIIA and the Lead Organisation have agreed that ARIIA will provide funds to the Lead Organisation to support the Project in accordance with the Commonwealth Grant and the Grant Guidelines and on the terms and conditions of this Agreement.</p>										
PROJECT TITLE	[insert title]										
FUNDS SUMMARY	<p>Summary of Project funding*:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Funding Source</th> <th>Total \$AUD (GST excl.)</th> </tr> </thead> <tbody> <tr> <td>Lead Organisation</td> <td>\$(insert)</td> </tr> <tr> <td>Participating Organisation(s)** <i>(if applicable)</i></td> <td>\$(insert)</td> </tr> <tr> <td>ARIIA</td> <td>\$(insert)</td> </tr> <tr> <td>TOTAL</td> <td>\$(insert)</td> </tr> </tbody> </table> <p>*See Funding Schedule for full funding details.</p> <p>**Participating Organisation(s) funding is recognised as forming part of the Co-Contribution required to be provided by the Lead Organisation towards the Project.</p>	Funding Source	Total \$AUD (GST excl.)	Lead Organisation	\$(insert)	Participating Organisation(s)** <i>(if applicable)</i>	\$(insert)	ARIIA	\$(insert)	TOTAL	\$(insert)
Funding Source	Total \$AUD (GST excl.)										
Lead Organisation	\$(insert)										
Participating Organisation(s)** <i>(if applicable)</i>	\$(insert)										
ARIIA	\$(insert)										
TOTAL	\$(insert)										
DATES	<p>Commencement Date: [insert (note max. of 3 weeks from notification of grant outcome)]</p> <p>Completion Date: [insert (note max. of 1 year from Commencement Date and prior to 30 June 2026)]</p>										
KEY PERSONNEL	[insert]										

NOTICES	ARIIA Contact:	
	Address:	[insert]
	Contact Name:	[insert]
	Title:	[insert]
	Email:	[insert]
	Phone:	[insert]
	Lead Organisation Contact:	
	Address:	[insert]
	Contact Name:	[insert]
	Title:	[insert]
	Email:	[insert]
	Phone:	[insert]
	Participating Organisation (1):	
	Company Name:	[insert]
	ABN:	[insert]
	Address:	[insert]
	Contact Name:	[insert]
	Title:	[insert]
	Email:	[insert]
	Phone:	[insert]
	*Add/remove row/s as needed.	

This Agreement consists of:

- Parties & Details Table
- Funding Terms
- Signing Page
- Funding Schedule
- Annexure A – Proposal

FUNDING TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following definitions will apply except where the context otherwise requires:

Agreement means this agreement (including these terms, the Details, the Funding Schedule and the Annexure) and any amendment made to it in accordance with clause 2.3;

Commencement Date means the date for commencement of the Project as specified in the Details;

Commonwealth means the Commonwealth of Australia;

Commonwealth Funding means the financial assistance to be provided by the Commonwealth to ARIIA under the Commonwealth Grant;

Commonwealth Grant means the Aged Care Support Grant Agreement of 16 December 2024 entered into between ARIIA and the Commonwealth represented by the Department of Health and Aged Care;

Completion Date means the date for completion of the Project as specified in the Details or any earlier date of termination in accordance with this Agreement;

Confidential Information means any information (in any form or media) relating to the Project or this Agreement disclosed by one Party to another and which the disclosing Party identifies as confidential or that is by its nature confidential, including financial and other commercially valuable information and information relating to the disclosing Party's Intellectual Property Rights, but does not include information which is:

- (a) in the public domain prior to disclosure or becomes part of the public domain subsequent to disclosure other than as a result of a breach of the receiving Party's obligations to the disclosing Party;
- (b) received by the receiving Party from a third party without any obligation to hold in confidence and which has not been obtained by that third party directly or indirectly from the receiving Party;
- (c) independently developed by an employee or officer of the receiving Party while having no knowledge of the disclosing Party's Confidential Information; or
- (d) required to be disclosed by Law.

Co-contribution means the funding specified in the Funding Schedule being provided by the Lead Organisation (including from Participating Organisation(s)) which shall be at least equal to the amount of the Funding;

Contribution means the Co-contribution or any assets, personnel, facilities or services to be contributed by the Lead Organisation (including via Participating Organisation(s)) to the Project, as set out in the Funding Schedule, but does not include any Intellectual Property Rights;

Details means the 'Parties and Details' table at the beginning of this Agreement;

Existing Material means all Material in existence prior to the commencement of this Agreement or developed outside of the Project that is:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of,

the Project Material;

Funding or Funds means the ARIIA funding in the amount(s) as specified in the Funding Schedule, being payable by ARIIA to the Lead Organisation under this Agreement;

Funding Period means the period from the Commencement Date to the Completion Date during which ARIIA has agreed to provide Funds to the Lead Organisation, subject to extension or earlier termination;

Funding Schedule means the schedule that forms part of this Agreement named 'Funding Schedule';

Grant Guidelines means the 'Aged Care Research and Industry Innovation Australia – Aged Care Collaborative: Accelerator Grant Guidelines 2025'

GST has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

Intellectual Property Rights or IPRs means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*);

Key Personnel means the key personnel of the Lead Organisation or a Participating Organisation as named in the Proposal or Details;

Laws means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory or Commonwealth, or a local government, and includes common law and rules of equity as applicable from time to time;

Material means documents, records, equipment, software, goods, images, information and data stored by any means including all copies and extracts of the same;

Participating Organisation(s) means the organisation(s)/institution(s) set out in the Details;

Parties means the parties to this Agreement, their respective successors and permitted assigns, and **Party** means either one of them;

Project means the program of activities to be carried out by the Lead Organisation and Participating Organisation(s) in accordance with the Proposal;

Project Budget has the meaning set out in clause 7.1.

Project Material means all Material:

- (a) created for the purposes of complying with the reporting and provision of information requirements of this Agreement;
- (b) provided, required under this Agreement to be provided to ARIIA, or created as part of the Project; or
- (c) copied or derived at any time from the Material referred to in paragraphs (a) or (b); and
- (d) includes any Existing Material delivered to ARIIA as part of the Project;

Proposal means the Lead Organisation's submission to ARIIA for funding, attached to this Agreement as **Annexure A**, as amended from time-to-time in accordance with clause 8.2.

1.2 In this Agreement, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) a reference to a clause, Schedule or Recital is a reference, respectively, to a clause of, schedule to or recital of this Agreement;
- (c) a reference to a statute or regulation includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it;
- (d) the singular includes the plural and vice versa;

- (e) a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and
- (f) the rights, obligations, representations, warranties and indemnities of a Party are given, undertaken, made or offered (as the case may be) jointly and separately by each of the parties who together constitute that Party under this Agreement and each of the rights, obligations, representations, warranties and indemnities of that Party is to be read accordingly.

2. ENTIRE AGREEMENT & PRIORITY

- 2.1 This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 2.2 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:
 - (a) the Grant Guidelines;
 - (b) the terms and conditions contained in the clauses of this Agreement;
 - (c) the Details and Schedule; and
 - (d) the Proposal.
- 2.3 Other than as expressly provided for in this Agreement, any variation to this Agreement must be in writing and signed by both Parties.

3. COMMONWEALTH GRANT

- 3.1 The Lead Organisation acknowledges that the Funding for the Project is subject to the Commonwealth Funding pursuant to the Commonwealth Grant.
- 3.2 In its conduct of the Project, the Lead Organisation agrees:
 - (a) not to act in a way which would or would reasonably be likely to bring the Commonwealth or the Commonwealth Department of Health and Aged Care into disrepute;
 - (b) to use its reasonable endeavours to comply with any additional requirements of the Commonwealth, including the Commonwealth Grant, as notified to it by ARIIA.

4. PARTICIPATING ORGANISATION(S)

The Lead Organisation is responsible for and agrees to:

- (a) engage the Participating Organisation(s) in the Project, including as specified in the Proposal;
- (b) determine the appropriate framework or form of agreement between it and each Participating Organisation; and
- (c) ensure that each Participating Organisation complies with this Agreement,

each as appropriate and to the extent relevant to the Participating Organisation's role and engagement in the Project.

5. TERM

- 5.1 This Agreement will commence on the Commencement Date and will remain in force until terminated in accordance with its terms, or the expiry of the Agreement or the Funding Period.

6. PAYMENT OF FUNDING

- 6.1 Subject to sufficient Commonwealth Funding being available and the Lead Organisation's continued compliance with the terms of this Agreement, ARIIA shall pay the Funds to the Lead Organisation in instalments, in accordance with the Funding Schedule.
- 6.2 The payment of Funding to the Lead Organisation is subject to the following continuing conditions:
- (a) that the Lead Organisation:
 - (i) demonstrates that any milestone specified in the Funding Schedule in relation to the payment of specific Funds has been met by the date specified;
 - (ii) spends all Funds in accordance with the Funding Schedule and in accordance with the requirements of this Agreement and the Grant Guidelines;
 - (iii) provides its Contributions, including provision of the Co-contribution, in accordance with the Funding Schedule and the Grant Guidelines and provides appropriate evidence thereof; and
 - (b) that each Participating Organisation:
 - (i) remains engaged to the extent of performing its role in the Project;
 - (ii) remains eligible to receive Funds in accordance with the Grant Guidelines;
 - (c) that all information contained in the Proposal and all reports required by this Agreement are complete, accurate and not misleading as and when these are submitted.
- 6.3 The Lead Organisation must promptly notify ARIIA if it does not meet a condition specified in this Agreement. Without limitation to the rights of termination specified in clause 21, if the Lead Organisation does not meet a condition specified in this Agreement, ARIIA may, by notice in writing to the Lead Organisation, do any or all of the following:
- (a) waive that condition or extend the date for the achievement of that condition;
 - (b) not pay the Lead Organisation any further Funds, excluding payments due prior to the date of non-compliance, until the condition has been met;
 - (c) recover all or some of the Funds paid under this Agreement as reasonably associated with the failure to meet the specified condition;
 - (d) vary the amount of Funding by an amount reasonably associated with the failure to meet the specified condition.
- 6.4 The Lead Organisation must pay to ARIIA the amount specified in any notice received under clause 6.3(c), within 30 days of the date of that notice.
- 6.5 The Lead Organisation agrees to manage the Funding from a separate cost centre that is established solely for the purpose of the Project.

7. USE OF FUNDING

- 7.1 The Lead Organisation is to utilise the Funding and Co-contribution towards the conduct of the Project in accordance with the budget specified in the Funding Schedule (**Project Budget**). The Project Budget may not be amended other than as reasonably agreed in writing by ARIIA.
- 7.2 Without limiting clause 7.1, the Lead Organisation must not use the Funding and Co-Contribution for purposes specifically excluded as ineligible expenditure in the Grant Guidelines.

8. PROJECT ACTIVITIES

- 8.1 The Lead Organisation will ensure that the Project is carried out in accordance with this Agreement in a diligent and effective manner, to a high professional standard and in accordance

with:

- (a) all applicable Laws; and
- (b) the Grant Guidelines.

8.2 The Lead Organisation will conduct the Project in accordance with the Funding Schedule and Proposal to achieve the milestones and objectives specified therein. Any amendment to the Project as described in the Funding Schedule and/or Proposal, including to a milestone achievement date, will be subject to ARIIA's advance written approval, not to be unreasonably withheld.

9. KEY PERSONNEL

9.1 The Lead Organisation agrees to make the Key Personnel available for the duration of the Project, including upon the terms and for the purpose of the role specified in the Proposal.

9.2 Key Personnel will remain subject to the terms and conditions of employment or engagement of the Lead Organisation.

9.3 The Lead Organisation will procure Key Personnel and other personnel, as relevant, to be available on reasonable notice to meet with ARIIA representatives to discuss the progress of the Project.

9.4 If ARIIA has concern regarding the conduct or performance of a Key Personnel in the context of the Project, it will notify the Lead Organisation and the Parties will use reasonable endeavours to agree upon appropriate actions to be taken. If the Parties cannot agree upon such actions, then ARIIA may request, and the Lead Organisation will use reasonable endeavours, to replace that Key Personnel in the Project.

9.5 The Lead Organisation may withdraw its Key Personnel upon 30 days' notice to ARIIA (or as much notice as possible in the circumstances) provided it uses reasonable endeavours to (i) find and appoint a replacement with equivalent experience or (ii) propose and agree with ARIIA upon appropriate amendments to the Project.

10. REPORTING

10.1 The Lead Organisation must provide reports to ARIIA at the times specified in the Funding Schedule and in the manner and format reasonably specified by ARIIA, including a six-month interim report (**Interim Report**) and a final report to be provided at the expiry of the term of this Agreement (**Final Report**).

10.2 The Interim Report must include:

- (a) the progress of the Project to date;
- (b) use of the Funds provided by ARIIA;
- (c) use of the Co-contribution and any other Contributions made by the Lead Organisation and Participating Organisation(s); and
- (d) any other contributions provided to the Project from any other source and a valuation of those contributions.

10.3 The Final Report must include:

- (a) use of the Funds provided by ARIIA;
- (b) use of the Co-contribution and any other Contributions made by the Lead Organisation and Participating Organisation(s);
- (c) any other contributions provided to the Project from any other source and a valuation of those contributions;

- (d) any unspent Funds or unspent Co-contribution, including reasons for same;
- (e) a final financial acquittal relating to the Funding Period in accordance with the requirements specified in clause 15; and
- (f) a non-public report detailing what was proposed, undertaken and achieved in the Project, including Project processes, learnings, trainings, outcomes, development of any IPRs and any planned benefits and dissemination plan.

11. INTELLECTUAL PROPERTY

- 11.1 ARIIA makes no claim on the ownership of any IPRs in Project Material.
- 11.2 This Agreement does not affect the ownership of IPRs in Existing Material.
- 11.3 The Lead Organisation will generate and use Project Material in an effort to make improvements within the aged care sector in accordance with the Proposal. The Lead Organisation will:
- (a) utilise Project Material to improve the productivity, competitiveness and innovation capacity of the aged care sector;
 - (b) maximise the benefits and translation of results arising from the Project; and
 - (c) increase knowledge sharing benefits of the Project by widely disseminating Project Material to the extent it comprises results, know-how, project resources and data throughout the aged care sector.
- 11.4 The Lead Organisation grants to ARIIA a worldwide, permanent, irrevocable, royalty-free, non-exclusive licence (including the right to further sub-licence) to use, reproduce, adapt, modify, publish, and communicate information contained in the Proposal and Project Material:
- (a) for the purposes of this Agreement;
 - (b) for ARIIA's research and other purposes and publications;
 - (c) to improve the productivity, competitiveness and innovation capacity of the aged care sector; and
 - (d) to sub-licence these rights to the Commonwealth (including the right to further sub-licence) for the Commonwealth's purposes.
- 11.5 The Lead Organisation will ensure that moral rights waivers (excluding false attribution) are given by any author of the Project Material in relation to any acts or omissions of ARIIA or the Commonwealth pursuant to the rights granted in clause 11.4.
- 11.6 The Lead Organisation is responsible for ensuring that the use of Project Material does not infringe the IPRs of any third party. If the Lead Organisation becomes aware that the use of Project Material in accordance with this Agreement may infringe IPRs of any third party, the Lead Organisation will: (i) promptly notify ARIIA by providing details of that possible infringement; and (ii) if requested, amend the Project Material to the extent reasonably required to ensure that the use of such Project Material by ARIIA or the Commonwealth in accordance with this Agreement does not infringe the IPRs of any third party.
- 11.7 This clause survives the expiration or earlier termination of this Agreement.

12. CONFIDENTIALITY

- 12.1 Subject to clause 12.2, each Party agrees not to disclose any Confidential Information of the other Party, without the other Party's written consent.
- 12.2 Either Party may disclose Confidential Information:
- (a) to its officers, employees, agents, external professional advisers, contractors and the Participating Organisation(s) solely for the purpose of complying with obligations, or to

exercise rights, under this Agreement and provided that the recipients are under obligations to keep the Confidential Information confidential;

- (b) in the case of ARIIA, to the Commonwealth or otherwise in accordance with the Commonwealth Grant; or
- (c) in the case of the Lead Organisation if it is a government agency, to its responsible Minister or in response to a request by a Parliament.

12.3 The Lead Organisation is responsible for ensuring that each report provided to ARIIA specifically identifies any Confidential Information which shall be disclosed, by way of a separate schedule to that report.

12.4 This clause survives the expiration or earlier termination of this Agreement.

13. PUBLICATIONS AND RECOGNITION

13.1 The Lead Organisation must not publicise the awarding of Funding pursuant to this Agreement without ARIIA's prior written approval. However, ARIIA and the Lead Organisation will work together to jointly publicise details associated with the Project.

13.2 ARIIA may publish on the internet (via its website) or otherwise (electronically or in print form) details associated with the Project, including:

- (a) the non-confidential details of the Project, including Funding and Contributions;
- (b) a non-confidential description of the Project and an overview of how the Project meets the objectives of ARIIA;
- (c) a list of the Participating Organisation(s).

13.3 A key purpose of the Grant is to improve and benefit the aged care sector generally and the Lead Organisation is therefore required, where appropriate and possible, to widely disseminate (to the research community, the aged care sector and the public generally) Project Material to the extent it comprises results, know-how, project resources and data, including by using its best endeavours to ensure publication in journals and presentations at academic and industry conferences, and in sector news platforms, subject to the following:

- (a) when, at any time during or after completion of the Project, the Lead Organisation or any other party undertakes any publication related to the Project or Project Material, the Lead Organisation must ensure (wherever possible) that the contribution to and support of the Project by ARIIA and the Commonwealth is acknowledged in a form acceptable to ARIIA (similar efforts should be made when publicly speaking about the Project); and
- (b) ensuring that publications are accurate, not misleading or deceptive and that they do not otherwise bring ARIIA or the Commonwealth into disrepute.

13.4 This clause survives the expiration or earlier termination of this Agreement.

14. CONFLICT

14.1 If the Lead Organisation becomes aware of any actual or potential conflict of interest which has the potential to influence, or appear to influence, the research and activities, publications and media reports, or requests for funding related to the Project (**Conflict of Interest**), then the Lead Organisation must:

- (a) notify ARIIA promptly and make full disclosure of all relevant information relating to the Conflict of Interest; and
- (b) have established processes in place for managing the actual or potential Conflict of Interest for the duration of the Project and take any steps ARIIA or the Commonwealth reasonably requires to resolve or otherwise deal with the Conflict of Interest.

14.2 Nothing in this Agreement is intended to prevent the Lead Organisation from undertaking research and activities in the same or similar field as the Project provided that these do not interfere with the proper conduct and performance of the Project.

15. FINANCIAL RECORDS AND REPORTS

15.1 The Lead Organisation is responsible for monitoring the expenditure of the Funding and Co-contribution and certifying to ARIIA that the Funding and Co-contribution has been used and expended in accordance with this Agreement. Financial reports (including the final financial acquittal) to be provided to ARIIA are to meet the following requirements:

- (a) to be verified by an appropriately qualified internal financial controller or an independent and qualified financial auditor; and
- (b) to include a certification that the Funds and Co-contribution have been obtained and spent on the Project in accordance with this Agreement, including in accordance with the Funding Schedule.

15.2 ARIIA may, at any time during the Term and for 90 days after the end of the Term, request additional information in respect of reports generated under clause 15.1. The Lead Organisation must respond to such requests for additional information within the timeframe reasonably provided by ARIIA and in any form as ARIIA may request from time to time.

15.3 If at any time, in the opinion of the Lead Organisation or as demonstrated in an audit, the Funding or Co-contribution is not being expended in accordance with this Agreement, the Lead Organisation must take all action necessary to minimise further expenditure of the Funding and Co-contribution and inform ARIIA immediately.

15.4 The Lead Organisation must:

- (a) keep financial accounts and other records in sufficient detail to enable all receipts and payments related to the Project, including the Funding and Co-contribution, to be identified and reported in accordance with this Agreement; and
- (b) retain for a period of five years from the termination of the Commonwealth Grant all records relating to this Agreement and the Project.

15.5 ARIIA and its nominees (including but not limited to auditors) may, upon at least 7 days prior written notice, conduct on-site audits to ensure that the terms of this Agreement are being, or were, met and that reports submitted to ARIIA are an accurate statement of compliance by the Lead Organisation. The Lead Organisation must give such ARIIA nominees full access to all accounts, records, documents, personnel and premises they reasonably require in relation to the Funding and the administration of the Funds.

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

15.7 The Lead Organisation may be required to reimburse ARIIA:

- (a) where any Contributions are independently audited and found to have been overvalued, the amount of Funds equivalent to the over valuation of the Contributions and ARIIA's reasonable costs of audit; or
- (b) if any amount of the Grant has been spent other than in accordance with this Agreement or is additional to the requirements of the Project.

15.8 This clause shall survive the expiration or earlier termination of this Agreement for a period of seven years.

16. PRIVACY

16.1 When dealing with Personal Information in carrying out the Project, the Lead Organisation agrees:

- (a) To comply with the requirements of the *Privacy Act 1988 (Cth)*; and
- (b) Not to do anything which, if done by ARIIA or the Commonwealth, would be a breach of an Australian Privacy Principle.

17. WARRANTIES AND INDEMNITY

- 17.1 The Lead Organisation warrants that it has the necessary experience, skill, knowledge, expertise and competence to undertake its obligations under this Agreement.
- 17.2 The Lead Organisation will carry out the Project and use any of its IPRs at its risk.
- 17.3 The Lead Organisation indemnifies ARIIA, its officers, employees and agents against any liability, loss, damage, reasonable legal costs and expenses arising from any claim, suit, demand, action or proceeding by any person in connection with the Project.
- 17.4 The Lead Organisation's liability to indemnify ARIIA under clause 17.3 will reduce proportionally to the extent that any act or omission of ARIIA or its employees or agents contributed to the loss or liability and provided always that ARIIA takes all appropriate action to mitigate any loss and prevent additional costs being incurred.
- 17.5 Nothing in this Agreement shall cause the Lead Organisation to be liable for any special, consequential or indirect damages (including claims for loss of profits) arising under or pursuant to this Agreement.
- 17.6 The indemnities referred to above shall survive the expiration or termination of this Agreement.

18. INSURANCE

The Lead Organisation must hold and maintain adequate insurance to cover all reasonably insurable liabilities arising as a result of undertaking the Project, including without limitation:

- (a) public liability insurance for \$10,000,000 or more per claim which relates in any way to the Project; and
- (b) workers' compensation insurance for the maximum amount required by the relevant legislation in any State or Territory in which any part of the Project is carried out, which covers any employees involved in the Project,

and will, if requested, provide ARIIA with a copy of the relevant certificates of currency.

19. COMPLIANCE WITH LAW AND WORK HEALTH AND SAFETY

- 19.1 The Lead Organisation and its personnel shall in carrying out this Agreement and the Project comply with all applicable Laws, including employment obligations under work health and safety laws.
- 19.2 The Lead Organisation warrants to ARIIA that it has and will adhere to, in the course of undertaking the Project, a comprehensive work health and safety policy. The Lead Organisation is responsible for educating its own personnel regarding its work health and safety policy and for ensuring that its personnel comply with such policy.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises between the Parties (**the Dispute**), the Parties agree to negotiate in good faith on a confidential basis to resolve the Dispute and will refer resolution of the Dispute to their chief executive officers / deputy vice-chancellors of research, or equivalents or their nominees.
- 20.2 If the Dispute has not been resolved by negotiation within thirty (30) days, then either Party may refer the Dispute to mediation and will do so before initiating proceedings in a court to resolve the Dispute.
- 20.3 A Dispute which is referred to mediation will be referred to the Resolution Institute and be conducted in Adelaide in accordance with the Resolution Institute's Rules for Mediation, and on

a confidential basis.

- 20.4 If the Dispute has not been resolved within sixty (60) days of referral to mediation then the Parties may refer the Dispute to an agreed arbitration, however if none has been agreed either Party is free to initiate proceedings in a court.
- 20.5 Nothing in this clause will prevent a Party from seeking urgent interlocutory relief through courts of appropriate jurisdiction.

21. REDUCTION, SUSPENSION AND TERMINATION

- 21.1 ARIIA may immediately reduce the scope of the Agreement, suspend payment of any amount of the Grant or terminate this Agreement, by notice in writing to the Lead Organisation if:
- (a) ARIIA reasonably considers there is fraud, misleading or deceptive conduct on the part of the Lead Organisation in connection with the Project;
 - (b) the Lead Organisation fails to comply with clauses 14.1 and 15;
 - (c) a milestone has not been successfully delivered in accordance with the Proposal and such non-delivery has not been rectified following a reasonable period of notice, as determined by ARIIA;
 - (d) ARIIA reasonably believes that the Lead Organisation is unable to complete the Project or manage the Funding in accordance with this Agreement;
 - (e) the Lead Organisation commits any breach of this Agreement (including the withdrawal of a Participating Organisation from the Project which may (in ARIIA's opinion) have a material adverse effect on the Project) that ARIIA, acting reasonably, considers is capable of remedy, and the Lead Organisation has failed to rectify that breach within 30 days of notice from ARIIA requiring the breach to be remedied;
 - (f) the Lead Organisation commits any material breach of this Agreement which ARIIA, acting reasonably, considers is not capable of remedy;
 - (g) the Commonwealth Grant has been reduced, suspended or terminated;
 - (h) ARIIA has failed to receive the Commonwealth Funding, or an instalment of the Commonwealth Funding, required for this Agreement other than through a temporary or unintended failure; or
 - (i) the Commonwealth has directed ARIIA to reduce in scope, suspend or terminate the Project.
- 21.2 The Lead Organisation may immediately terminate this Agreement by notice in writing to ARIIA:
- (a) if ARIIA commits any breach of this Agreement and has failed to rectify that breach within 30 days of receiving an earlier notice from the Lead Organisation requiring the breach to be remedied; or
 - (b) if the Lead Organisation states that it wishes to terminate and demonstrates that, through no specific fault of its own, the objectives of the Project are no longer desirable or can no longer be achieved and ARIIA accepts this assessment, such acceptance not to be unreasonably withheld.
- 21.3 If this Agreement is reduced in scope, suspended or terminated:
- (a) the Lead Organisation must immediately take reasonable steps to stop any further expenditure of Funding;
 - (b) the Lead Organisation must provide all reports required by this Agreement for work conducted to the date of reduction, suspension or termination (or as otherwise reasonably notified by ARIIA); and

- (c) subject to clause 21.5, ARIIA will immediately stop payment of all Funding under this Agreement and may recover from the Lead Organisation (by notice in writing) any unspent Funds, provided that such unspent Funds are not legally committed, as at the date of termination and any Funds not spent in accordance with this Agreement.
- 21.4 Any amount notified to the Lead Organisation as payable under clause 21.3(c) is a debt due to ARIIA (without further proof of the debt being necessary), payable within 30 days of the date of the notice.
- 21.5 Subject to clauses 21.6 and 21.7, if this Agreement is terminated, ARIIA is liable only for:
 - (a) payments due and owing to the Lead Organisation as at the date of termination;
 - (b) payments for any unpaid work actually performed up to the date of termination; and
 - (c) payment for Funds which are legally committed for expenditure by the Lead Organisation in accordance with this Agreement and payable by the Lead Organisation as a current liability as a direct result of termination (written evidence of which will be required), including for the reasonable termination of employees engaged for the purpose of the Project.
- 21.6 The Lead Organisation acknowledges and agrees that ARIIA is not liable to pay compensation under clause 21.5 for an amount which would, in addition to any amounts paid or due, or becoming due, to the Lead Organisation under this Agreement, exceed the total Funds payable under this Agreement.
- 21.7 The Lead Organisation is not entitled to compensation for loss of prospective profits.
- 21.8 In the event of a reduction, the amount of the Funding will be reduced in proportion to the reduction in scope of the Agreement.

22. NOTICES

- 22.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the Project, payment of the Grant or its performance of any of its other requirements under this Agreement.
- 22.2 Any notice or other communication given by a Party under this Agreement must be given in writing by prepaid post or electronic communication and addressed to the other Party's contact person as set out in the Details or as most recently updated by notice given in accordance with this clause.
- 22.3 Any notice or other communication will be deemed to have been received by the Party to which it was sent:
 - (a) in the case of hand delivery, upon the date of such delivery;
 - (b) in the case of prepaid post within Australia, on the fifth business day following the date of dispatch;
 - (c) in the case of electronic communication, when sent by the sender unless the sender receives a delivery failure notification indicating that the electronic communication has not been delivered to the addressee.

23. GST AND TAX

- 23.1 Unless otherwise indicated or required by Law, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply. If the Lead Organisation makes a taxable supply to ARIIA under this Agreement, ARIIA, on receipt of a tax invoice from the Lead Organisation, will pay without setoff an additional amount to the Lead Organisation equal to the GST imposed on the supply in question. No Party may claim or retain from the other any amount under this Agreement for which the first Party can obtain an input tax credit.
- 23.2 Subject to clause 23.1, the Lead Organisation must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this

Agreement, the Project and the engagement of its personnel.

24. GENERAL

- 24.1 This Agreement is governed by and is to be construed in accordance with the law in force in the State of South Australia, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of South Australia.
- 24.2 Any illegal or invalid provision of this Agreement will be severable and all other provisions will remain in full force and effect.
- 24.3 Any failure by a Party to compel performance by the other Party of any of the terms or conditions of this Agreement will not constitute a waiver of those terms or conditions, nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions. A waiver of any right under this Agreement must be in writing.
- 24.4 This Agreement may only be amended in writing signed by each of the Parties.
- 24.5 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.
- 24.6 A Party will not be liable for any failure to carry out its obligations under this Agreement where such failure is due to any cause beyond the reasonable control of that Party.
- 24.7 The Lead Organisation will not assign its rights under this Agreement without the prior written consent of ARIIA.
- 24.8 Each Party agrees to do all acts, including the signing of documentation, necessary or desirable to give effect to this Agreement.
- 24.9 This Agreement may be executed in any number of counterparts, which together will constitute one document.
- 24.10 Each Party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this Agreement and any other related documentation.
- 24.11 Any clause that, by its nature, is intended to survive expiration or earlier termination of this Agreement, will survive, including but not limited to clauses 7 (Use of Funding), 10 (Reporting), 11 (Intellectual Property), 12 (Confidentiality), 13 (Publications & Recognition), 15 (Financial Records and Reports), 16 (Privacy), 17 (Warranties and Indemnity), 18 (Insurance), 20 (Dispute Resolution), 21 (Reduction, Suspension and Termination) and 24 (General).

EXECUTED BY THE PARTIES AS AN AGREEMENT

Executed by ARIIA (ABN 40 670 970 331) by an authorised representative in the presence of:

Signature of Authorised Representative

Witness Signature

Name (please print)

Witness Name (please print)

Office held

Date

Executed by [**Lead Organisation Name**] by an authorised representative in the presence of:

Signature of Authorised Representative

Witness Signature

Name (please print)

Witness Name (please print)

Office held

Date

FUNDING SCHEDULE

TOTAL PROJECT BUDGET:

Heads of Expenditure description	Budgeted figure (excl. GST)
[insert]	\$[insert]
[insert]	\$[insert]
[insert]	\$[insert]
*Add/remove row/s as needed.	
TOTAL	\$[insert]

FUNDING AND CONTRIBUTIONS:

Source	Co-contribution (excl. GST)	% of total
Funding from ARIIA	\$[insert]	[insert]%
Lead Organisation Co-contribution	\$[insert]	[insert]%
Participating Organisation [insert name]	\$[insert]	[insert]%
[insert others]	\$[insert]	[insert]%
TOTAL	\$[insert]	100%

SCHEDULE OF PAYMENT OF ARIIA FUNDING:

No.	Milestone Date	Milestone Description	ARIIA Funding (excl. GST)
1	[insert date]	Execution of Agreement	\$[insert]
2	[insert date]	Six-month Interim Report	\$[insert]
3	[insert date]	Final Report and Financial Acquittal	\$[insert]
TOTAL			\$[insert]

ANNEXURE A - PROPOSAL

[Attach the Lead Organisation's full application Proposal and mark "Annexure A"]