
Commonwealth Grant Agreement

Between the Commonwealth represented by

Office of National Intelligence

and

{{Organisation}}

National Intelligence Postdoctoral Grant

Contents

PART A - Grant Details	4
A1 Purpose of the Grant	4
A2 NIPG Activity	4
A2.1 Commencement	4
A2.2 Grant Activities	5
A2.3 Variations for changes to the Project	6
A3 Duration of the Grant	7
A4 Payment of the Grant	8
A5 Reporting	8
A5.1 General Reporting	8
A5.2 Progress Reports	8
A5.3 Travel Reports.....	9
A5.4 Financial Acquittal Report.....	9
A5.5 Final Report	9
A5.6 Participation at Intelligence Community S&T Events	10
A6 Activity Material	10
A7 Liaison	10
Execution Clauses	12
1. Establishment	12
2. Parties to this Agreement	12
3. Background	12
4. Scope of this Agreement	12
5. Undertaking the Activity	13
6. Payment of the Grant	13
7. Acknowledgements	13
8. Notices	14
9. Relationship between the Parties	14
10. Conflict of interest	14
11. Variation, assignment and waiver	15
12. Taxes, duties and government charges	15
13. Spending the Grant	15
14. Recovery of unspent Grant funds or overpayments	16
15. Record keeping	16

16.	Reporting	16
17.	Intellectual property	16
18.	Copyright in Application and reports	17
19.	Access	17
20.	Monitoring	18
21.	Equipment and Assets	18
22.	Relevant qualifications, licences, permits, approvals or skills	19
23.	Research Special Conditions	19
24.	Not Used	20
25.	Fraud	20
26.	Indemnities	21
27.	Compliance with legislation and policies	21
28.	Australian Research Integrity Committee	21
29.	Accuracy of information	21
30.	Privacy	21
31.	Confidentiality	22
32.	Insurance	22
33.	Dispute resolution	22
34.	Reduction, suspension and termination	23
34.1	Notification of breach of this Agreement	23
34.2	Reduction in scope of Agreement for fault	23
34.3	Suspension	23
34.4	Termination of Agreement	24
35.	Cancellation or reduction for convenience	25
36.	Survival Clauses	25
37.	Applicable Law	26
38.	Security	26
	Definitions	27
	Signatures	30

PART A - Grant Details

A1 Purpose of the Grant

- A1.1 The Grant is being provided as part of the National Intelligence Postdoctoral Grant (NIPG) program.
- A1.2 The purpose of the Grant is to offer funding for postdoctoral fellow positions for early-mid career researchers to undertake academic research in relation to the problems specified in the Guidelines associated with areas of interest and relevance to the National Intelligence Community (NIC).
- A1.3 The intended outcomes of the NIPG program are:
- (a) To deliver research outcomes that help drive solutions in areas of direct relevance to the NIC;
 - (b) To build and sustain academic partnerships between the NIC and Australian institutions; and
 - (c) To invest in and foster capability in Australian research in areas relevant to the NIC.
- A1.4 This grant opportunity will be administered by the Office of National Intelligence (ONI).
- A1.5 In this agreement, 'We' refers to the ONI. 'Us' and 'Our' are also used in this context.

A2 NIPG Activity

A2.1 Commencement

- A2.1.1 The Project Start Date is the date on which Project Activities commence as notified to Us, which must occur within 6 months of the Parties' execution of this Agreement. You must promptly notify Us of Your Project Start Date once you commence Project Activities.
- A2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.
- A2.1.3 We must execute this Agreement with You before We can make any payments. We are not responsible for any of Your Project expenditure until this Agreement is executed.
- A2.1.4 Before the Project can start You must ensure that:
- (a) there is an ethics plan in place. This plan must describe the appropriate ethical clearances from the relevant committees and/or authorities referred to in this Agreement or prescribed by Your research rules. You must ensure that the appropriate clearances will be in place before the parts of the Project that require ethical clearances commence. You must retain the plan and make it available if requested;
 - (b) a data management plan, in accordance with clause A2.2.5, is in place; and
 - (c) if the Project was awarded less than originally requested, a revised budget must be resubmitted. If the revised budget impacts the Project scope, a variation to funding agreement must be submitted.

A2.2 Grant Activities

The Project

- (a) In administering the Project under this Agreement, You must:
 - i. ensure that the Project described in the Grant Offer is implemented in accordance with this Agreement, and substantially in accordance with the 'Research Proposal' and within the broad structure of the proposed 'Overall Budget' for Your Research Proposal contained in Your Application, as well as any Special Conditions;
 - ii. ensure that the Project is compliant with all relevant laws and regulations including having regard to the Guidelines to Counter Foreign Interference in the Australian University Sector published on the [Department of Education website](#); and
 - iii. comply with any other requirements or conditions We impose in connection with any Grant covered by this Agreement.

Grant funds

- (a) We will not pay more than the approved Grant amount under any circumstances. If You incur extra costs, You must meet them.
- (b) Grant funds can only be used for eligible expenditure items as described in the Grant Guidelines.
- (c) Grant funds will not be indexed.

Grant funds may not be used for:

- (a) purposes specifically excluded in the Grant Guidelines;
- (b) purposes specifically excluded in this Agreement;
- (c) items excluded as a Special Condition in the Grant Offer; or
- (d) any research and/or activities for which other financial assistance from the Commonwealth has been, is being, or is intended to be provided. You must notify Us if any similar research and/or activity is supported by the Commonwealth during the Project Activity Period.

Data Management Plan

- (a) You and Specified Personnel have an obligation to collect and maintain research data in accordance with the *Australian Code for the Responsible Conduct of Research* (2018).
- (b) A data management plan must be developed prior to the commencement of the Project. The data management plan should be consistent with relevant requirements contained in the *Australian Code for the Responsible Conduct of Research* (2018), and accompanying *Management of Data and Information in Research* guide. The data management plan should be compatible with disciplinary standards and describe how participants will manage the long-term preservation of data arising from the ONI funded projects, including but not limited to, storage, access and reuse arrangements where possible.
- (c) We strongly encourage that data arising from the Project is deposited in an appropriate publicly accessible discipline and/or institutional repository.
- (d) You must retain the data management plan, and make it available to Us if requested.

Specified Personnel

-
- (a) In administering the Project under this Agreement, You must:
 - i. warrant that You have made proper inquiries of the Specified Personnel in relation to their eligibility to perform the Project;
 - ii. provide all Specified Personnel with a copy of this Agreement within a reasonable time after the execution of this Agreement;
 - iii. take responsibility for ensuring the Specified Personnel for the Project do not breach this Agreement; and
 - iv. ensure that Specified Personnel are engaged by You as an employee or otherwise as a contractor on a full time basis (subject to any flexible working arrangements) in accordance with Your applicable policies.
 - (b) You agree to notify Us as soon as practicable if the Specified Personnel are unable to perform the Project as required. If the Specified Personnel are unable to perform the Project, You will find a suitable replacement for the Specified Personnel at the earliest opportunity at no additional cost to Us and without any interruption to Your compliance with Your obligations under this Agreement.

Other Personnel

- (a) You must take responsibility for ensuring any other Personnel involved in the Project comply with, and otherwise do not breach, this Agreement.

A2.3 Variations for changes to the Project

- A2.3.1 If there are changes to the Project as a result of those circumstances described in clause A2.3.4, You must promptly notify ONI and submit a request for Variation.
- A2.3.2 Requests for Variations will be considered based on factors such as:
 - (a) compliance with the Grant Guidelines and this Agreement;
 - (b) the circumstances surrounding the Variation;
 - (c) whether the Variation will further enhance the research;
 - (d) whether the Variation will not adversely affect collaboration, critical mass, research and training capability; and
 - (e) whether research already undertaken will be put at risk by the Variation.
- A2.3.3 If the Variation is not approved, ONI may contact You to negotiate an acceptable outcome without jeopardising the Project's operations. In exceptional circumstances, the Project or this Agreement may be terminated.
- A2.3.4 A Variation request because of changes to the Project must be submitted to ONI in the following circumstances:
 - (a) **Budget/Project scope**
 - i. Any substantially revised budget, and/or Project scope must be approved by ONI.
 - (b) **Project transfer**
 - i. A request to transfer the Project will be considered only if the circumstances are exceptional.
 - ii. The Project and any equipment purchased with the Grant must not be transferred until approved by Us.
 - iii. We will not pay relocation expenses associated with the transfer.

-
- iv. If We do not approve a transfer, we may terminate the Grant and this Agreement and recover any unspent Grant funds.

(c) **Project suspension**

- i. A request for a suspension of the Project will only be considered if the circumstances are exceptional.
- ii. The Project Activity Period may be extended for a period equal to the duration of the approved suspension(s). The Grant for the Project which would otherwise have been payable during the suspension period(s) will continue to be paid to You during the suspension period(s) and We will not supplement the Grant funds to cover any additional costs incurred as a result of the suspension or delay in finalisation of the Project.
- iii. If You or any of the Specified Personnel are not able to perform the Project for a period or periods of time, the Project may be suspended for a period or periods totalling up to 12 months.
- iv. Subject to this clause, suspensions without Our written approval will be a breach of this Agreement and may result in the immediate termination of the Project and this Agreement.

(d) **Project relinquishment**

- i. You must submit a Variation if, at any time during the Project Activity Period, the Project is relinquished by You. We may terminate the Grant and this Agreement if the Project is relinquished. Any unspent Grant funds for the Project must be recovered.
- ii. You must ensure that all Specified Personnel agree to the Project relinquishment.
- iii. If the Project is relinquished, You must submit a Final Report if the Project was active for more than one year, or if more than one year of the Grant funds have been expended, or if Research Outputs were produced.

A2.3.5 You must submit all other requests for Variations in circumstances other than those in A2.3.4 in accordance with clause 11.1.

A3 Duration of the Grant

A3.1 This Agreement takes effect on the date it has been executed by You and the ONI, and continues to operate until all parties have fulfilled their obligations under this Agreement.

A3.2 The period of the Grant is the Project Activity Period.

A3.3 The Project Activity Period for the Project is indicative only of the intent of the ONI Delegate at the time of making the offer of the Grant and is not binding on the Commonwealth. In the event that the ONI Delegate subsequently makes a determination to vary the Grant, this Agreement will continue to apply to any Project granted financial assistance under such a determination.

A3.4 The Project (other than the provision of any final reports) ends when the ONI funded Project Activity is completed and all ONI Grant funds are spent, which is the Project End Date. You must complete all Project Activity within two years of the Project Start Date for full time, and within four years of the Project Start Date for part time.

-
- A3.5 Part time is only allowed for researchers who have carer responsibilities (up to 0.5 FTE) or teaching (up to 0.33 FTE) arrangements and is subject to the written approval of ONI and the University.
- A3.6 This Agreement ends when You have provided all of the reports and repaid any unspent ONI Grant funds as required under this Agreement, which is the Agreement End Date.

A4 Payment of the Grant

- A4.1 The total amount of the Grant is \$xxxxxxx (GST exclusive).
- A4.2 We will not make any payments beyond the total amount of the Grant under any circumstances. If You incur extra costs beyond the total amount of the Grant, You must meet these Yourself.
- A4.3 Grant payments are GST exclusive and will be made following submission by You of a correctly rendered tax invoice to be submitted to Us no later than Friday 12 June 2026. The invoice will not include GST in addition to the amount stated in this Grant Agreement.
- A4.4 The Grant will be paid into Your (as the accredited Australian University) nominated bank account, being [University to confirm and insert account details].
- A4.5 The Grant will be paid in a single instalment by Us before the end of the 2025-2026 Financial Year, subject to Your compliance with Your obligations under this Agreement.

A5 Reporting

A5.1 General Reporting

- A5.1.1 We require You to inform us if/when significant problems occur in relation to the Project or this Agreement.
- A5.1.2 If Project progress is inconsistent with milestones, as set out in the accepted grant proposal, or reporting requirements are not met, a project remediation plan must be developed and approved by Us. If in a reasonable amount of time the response to a Project remediation plan is unsatisfactory, termination of this Agreement will be considered and recovery of funds will be sought.
- A5.1.3 When your publications are accepted, as soon as practical please notify NIPG@oni.gov.au, along with a pdf copy.
- A5.1.4 You must submit the following reports in accordance with this Agreement, in the format We require, if specified.
- A5.1.5 We may request records to confirm details of your reports if necessary.

A5.2 Progress Reports

- A5.2.1 You must submit Progress Reports that details Your progress towards completing the agreed Activities and the Project in a form specified by Us.
- A5.2.2 In addition to any other information requested by Us, Progress Reports must:

-
- (a) include evidence of Your progress towards completion of agreed Activities and outcomes;
 - (b) show the total expenditure for the Grant incurred to date and, if requested by Us, include records of this expenditure; and
 - (c) include current feedback on the Project from your research advisor.

A5.2.3 You must submit a Progress Report to Us every 8 months from the commencement of the Grant or as otherwise requested by Us. You can submit reports ahead of time if You have completed relevant Activities.

A5.3 Travel Reports

A5.3.1 You must submit a Travel Report to Us for any travel undertaken by Your personnel that is directly related to this Grant in a form specified by Us.

A5.3.2 You must submit Travel Report to Us within a month upon completion any travel associated with the Grant.

A5.3.3 In addition to any other information requested by Us, travel reports must include the following:

- (a) an itinerary, including dates, places, institutions visited, key collaborations and conferences attended by the relevant Personnel; and
- (b) A brief summary of all presentations during the travel in which research for the Project is discussed.

A5.3.4 You must submit Travel Report to Us within a month upon completion of any travel associated with the Grant.

A5.4 Financial Acquittal Report

A5.4.1 If requested by Us, You must submit a Financial Acquittal Report to Us that verifies Your expenditure of the Grant in accordance with this Agreement in a form specified by Us.

A5.4.2 In addition to any other information requested by Us, a Financial Acquittal Report must detail:

- (a) all expenditure of the Grant funds;
- (b) any unspent Grant funds to be recovered by Us or that You are seeking to have carried over; and
- (c) reasons why the unspent Grant funds are required to be recovered or carried over.

A5.4.3 You must promptly submit any Financial Acquittal Report requested by Us or, where we specify a due date for this report, by that due date.

A5.5 Final Report

A5.5.1 You must submit a Final Report to Us which clearly identifies outcomes achieved by the Project against the Grant Activity in a form specified by Us.

A5.5.2 In addition to any information requested by Us, the Final Report must:

- (a) identify if and how outcomes of the Project and Grant Activity have been achieved;
- (b) include any evidence requested by Us about the outcomes of the Project and the Grant Activity;
- (c) identify the total eligible expenditure incurred for the Grant Activity; and
- (d) you must submit the Final Report to Us within two months of the Project End Date.

-
- A5.5.3 ONI may also seek additional information about subsequent outputs and outcomes after submission of the Final Report. ONI may contact You up to five years after the submission of the Final Report for information to assist with evaluation of a NIPG grant opportunity.
- A5.5.4 If a Final Report is considered to be inadequate, unsatisfactory or is not submitted on time, You will be contacted for further information.

A5.6 Participation at Intelligence Community S&T Events

- A5.6.1 We require that Postdoctoral candidates participate in the following domestic and international events:
- (a) annual participation at the NIC Emerging Tech Summit in Canberra, ACT (usually in December);
 - i. If the grant is undertaken part-time (carer or teaching) then attendance in your third year is also required.
 - (b) During the project's second year present at an international event:
 - i. Usually in the United States in September.
 - ii. Potential for presentation in the United Kingdom.
 - iii. Attendance during the first year is optional.

A6 Activity Material

- A6.1 You must establish and comply with Your own policies, procedures and arrangements for the ownership and management of all Activity Material produced as a result of the Project funded under this Agreement.
- A6.2 For any Activity Material produced under this Agreement, You must ensure that You:
- (a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of the Project;
 - (b) make arrangements acceptable to Us for lodgement of data with an appropriate repository and the lodgement of specimens and samples with an appropriate museum or archive in Australia; and
 - (c) include details of the lodgement or reasons for non-lodgement in the Progress Reports and the Final Report for the Project.

A7 Liaison

- A7.1 We may contact You and direct any notices under this Agreement to Your Research Office at:

[Insert University's Research Office contact details]

- A7.2 All communications to Us relating to the Grant and any notices under this Agreement must be made through Your Responsible Officer and must be directed to Us at:

NIPG Program Manager
Office of National Intelligence
2 National Circuit
Barton ACT 2600

Email: NIPG@oni.gov.au

Courier address:
Office of National Intelligence
Locked Bag 6310
Kingston ACT 2604

A7.3 Researchers must direct all queries regarding the Grant to Your Research Office in the first instance.

A8 Security

A8.1 Upon receiving a NIPG, contact Your University security office (foreign interference) to advise them of the nature of your research. We strongly advise that you:

- (a) follow their advice in accordance with University security (foreign interference) policies and procedures;
- (b) establish a point of contact within the security office in relation to all your travel, collaboration and professional engagement.

Your University Research office can advise of the best point of contact.

You and your Research Advisor are required to attend a Security Briefing, delivered through video teleconference, before commencing the Grant.

Execution Clauses

1. Establishment

- 1.1 Once completed, this document, together with the Grant Details and the Execution Clauses, forms an Agreement between the Commonwealth and You.

2. Parties to this Agreement

The Grantee ("You")

{{Organisation}}

The Commonwealth

The Commonwealth of Australia represented by
The Office of National Intelligence
ABN 87 904 367 991

3. Background

- 3.1 The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide You with one or more Grants for the purpose of assisting You to undertake the associated Activity.
- 3.2 You agree to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

4. Scope of this Agreement

- 4.1 This Agreement comprises:
- (a) the Execution Clauses, including the Definitions;
 - (b) the Grant Details (Part A);
 - (c) the Grant Guidelines;
 - (d) Your Application; and
 - (e) any other document referenced or incorporated in the Grant Details.
- 4.2 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.
- 4.3 If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list at clause 4.1 will have precedence to the extent of the ambiguity or inconsistency.
- 4.4 The Commonwealth may at any time impose other requirements or conditions in connection with any Grant covered by this Agreement. You must, as soon as possible, or as otherwise agreed in writing with Us, comply (or procure compliance) with any other conditions or requirements notified by Us. In the event of any inconsistency between this Agreement and any such further requirements or conditions, You will not be taken to have breached this Agreement where You have acted consistently with any further requirements or conditions notified under this clause.

-
- 4.5 You are required to do all things incidental or reasonably necessary to give effect to this Agreement. This includes, but is not limited to, You securing the agreement of all parties involved in the Project to abide by the terms and conditions of this Agreement.
- 4.6 Certain information contained in or provided under this Agreement may be used for public reporting purposes.

5. Undertaking the Activity

- 5.1 You agree to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 5.2 You are fully responsible for the Activity and for ensuring the performance of Your obligations under this Agreement in accordance with all relevant laws. You will not be relieved of that responsibility because of:
- (a) the Grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
 - (b) any payment to, or withholding of any payment from, You under this Agreement.

6. Payment of the Grant

- 6.1 The Commonwealth agrees to pay the Grant to You in accordance with the Grant Details.
- 6.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Execution Clauses if it reasonably believes that:
- (a) You have not complied with this Agreement;
 - (b) You are unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) there is a serious concern relating to You or this Agreement that requires investigation.
- 6.3 A notice under this clause will contain the reasons for any action taken and, where relevant, the steps You can take to address those reasons.
- 6.4 The Commonwealth will only be obliged to pay a withheld amount once You have addressed the reasons contained in a notice to the Commonwealth's reasonable satisfaction.

7. Acknowledgements

- 7.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of the Project are expected to be communicated to the research community and to the community at large.
- 7.2 You agree to acknowledge Our support in all Material, publications and promotional and advertising materials published in connection with this Agreement using:
- a. either of the following forms of acknowledgement as appropriate:
 - i. "Dr XXXX is the recipient of an Office of National Intelligence National Intelligence Postdoctoral Grant (project number XXXX) funded by the Australian Government."; or
 - ii. "This research was conducted by [the **University** of XXXX] for National Intelligence Postdoctoral Grant (project number XXXX) and funded by the Australian Government."; or

-
- b. any other form of acknowledgement as advised by Us from time to time.
- 7.3 The ONI requests an electronic copy of all materials submitted for publication at the time of submission.
- 7.4 You must ensure that Our contribution and support of the Project is acknowledged in a prominent place and an appropriate form acceptable to Us when, at any time during or after completion of the Project, You or the researchers or any other party publishes, produces or is involved in promotional material, which is related to the Project.
- 7.5 Where the Research Output is a publication, in addition to acknowledging Our support, the relevant Project ID must be included noting NIPG funded authors. Metadata for the Research Output must include the Project ID, list the ONI as a Grant source and contain a permanent Digital Object Identifier (DOI) for the Research Output. If a DOI is not available, then a permanent Uniform Resource Locator (URL) link must be provided instead to the Research Output.
- 7.6 Where there is an event related to the Project, You must provide Us with reasonable notice of the event and invite Us to nominate a representative to attend the event.
- 7.7 If a Participating Organisation is required to announce their involvement in an ONI project to the Australian Securities Exchange, this must only be done once the Participating Organisation Agreement has been executed as per clause A2.2.4.

8. Notices

- 8.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 8.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party as set out in clause A7 or as most recently updated by notice given by the relevant Party in accordance with this clause.
- 8.3 A notice is deemed to be effected:
- a. if delivered by hand - upon delivery to the relevant address;
 - b. if sent by post - upon delivery to the relevant address; or
 - c. if transmitted electronically - upon actual receipt by the addressee.
- 8.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.
- 8.5 We may, by notice, advise You of changes to this Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Your obligations under this Agreement. Such changes are not variations for the purpose of clause 11.

9. Relationship between the Parties

- 9.1 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.

10. Conflict of interest

- 10.1 You must ensure all Personnel (including Specified Personnel) and any other organisations involved in or associated with the Project disclose to You, any actual or potential Conflict of Interest which have the potential to influence, or appear to influence, the research and activities of the Project, publications and media reports, or requests for funding related to the Project.

-
- 10.2 If You become aware of any actual or potential Conflicts of Interest relating to parties involved in the Project, You must:
- (a) have documented and established processes in place for managing the actual or potential Conflict of Interest for the duration of the Project. Such processes must comply with the *Australian Code for the Responsible Conduct of Research (2018)* and any relevant successor document; and
 - (b) notify ONI of any preliminary assessment or investigation into potential breaches of the *Australian Code for Responsible Conduct of Research (2018)* that are related to Conflicts of Interest.
- 10.3 If during the term of this Agreement, a Conflict of Interest arises that materially impacts the Agreement or the Project, You agree to:
- (a) notify ONI promptly and make full disclosure of all relevant information relating to the conflict; and
 - (b) take any steps We reasonably require to resolve or otherwise deal with that conflict.
- 10.4 If You fail to disclose a breach of *the Australian Code for the Responsible Conduct of Research* in relation to a Conflict of Interest, ONI may do any of the things as set out in clause 34.

11. Variation, assignment and waiver

- 11.1 This Agreement may be varied in writing only, signed by both Parties.
- 11.2 You cannot assign Your obligations, and You agree not to assign rights, under this Agreement without Our prior written approval.
- 11.3 You agree not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under this Agreement without consulting Us first.
- 11.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

12. Taxes, duties and government charges

- 12.1 You agree to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 12.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 12.3 If at the commencement of this Agreement You are not registered for GST and during the term of this Agreement You become, or are required to become, registered for GST, You agree to notify Us in writing within 7 days of becoming registered for GST.

13. Spending the Grant

- 13.1 You agree to spend Grant funds only for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 13.2 Within one month after the Project End Date, You agree to provide a statement signed by You in a form specified by Us verifying the Grant was spent in accordance with this Agreement.

14. Recovery of unspent Grant funds or overpayments

- 14.1 We may recover any unspent Grant funds, and any amount of Grant funds paid to You which exceeds the amount of financial assistance that is correctly payable to You.
- 14.2 We may offset the unspent or overpaid Grant funds against the total of any further Grant funds payable to You.

15. Record keeping

- 15.1 You agree to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.
- 15.2 You agree to keep the records for seven years after the Project End Date and provide copies of the records to the Commonwealth upon request.
- 15.3 You must maintain reasonable, up-to-date and accurate records relating to Grant funds and the Project conducted with Grant funds to verify its compliance with this Agreement.

16. Reporting

- 16.1 You agree to provide the Reporting Material specified in the Grant Details to Us.
- 16.2 You acknowledge that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).
- 16.3 In addition to the obligations in clause 16.1, You agree to:
- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
 - (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity.
- 16.4 If We have concerns regarding the performance of the Activity or the management of the Grant, ONI may by written notice require You to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

17. Intellectual property

- 17.1 Subject to this clause 17, We make no claim on the ownership of Intellectual Property Rights in the Activity Material You or the Specified Personnel create as a result of the Project for which the Grant is provided.
- 17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 17.3 You agree to grant to the Commonwealth or must procure for the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Activity Material for Commonwealth Purposes.
- 17.4 You agree on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- 17.5 You warrant that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.
- 17.6 You must ensure You have all necessary consents (including consents from any third party) sufficient to allow Us to use the Activity Material in accordance with this Agreement.

-
- 17.7 You should ensure that all participants on the Project are familiar with the current intellectual property and patent landscape for the research areas included in Your Application.
- 17.8 The Project must incorporate appropriate processes for the strategic management of the Project's Intellectual Property Rights in its governance.
- 17.9 You must adhere to an intellectual property policy, approved by Your governing body, which has as one of its aims the maximisation of benefits to Australia arising from publicly-funded research.
- 17.10 Unless otherwise approved by Us, Your intellectual property policy must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*.
- 17.11 You must indemnify the Commonwealth and its Indemnitees, against all claims, demands, suits, liabilities, costs, expenses, damages and losses suffered or incurred by the Commonwealth or any of its Indemnitees arising out of or in connection with any actual or alleged infringement of a third party's Intellectual Property Rights.
- 17.12 This indemnity shall not apply to the extent that a claim under it results from the Commonwealth's negligence or wilful misconduct.

18. Copyright in Application and reports

- 18.1 Subject to clause 17.2, You own the Intellectual Property Rights in Your Application and Reporting Material.
- 18.2 You agree to grant to the Commonwealth or must procure for the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use, modify, communicate, publish, adapt, sub-license and reproduce information contained in Your Application or Reporting Material for any purpose related to:
- (a) the evaluation and assessment of Your Application;
 - (b) verifying the accuracy, consistency and adequacy of information contained in Your Application, or otherwise provided to Us;
 - (c) the preparation and management of any Grant Agreement;
 - (d) the administration, auditing, management or evaluation of the NIPG Program or any funding program administered by ONI;
 - (e) the sharing of information by ONI within ONI's organisation, or with another Commonwealth Department or entity, or Commonwealth Minister or parliamentary committee, where this serves the Commonwealth's legitimate interests;
 - (f) where the use, reproduction or publication of the material is authorised or required by law; or
 - (g) any other Commonwealth Purpose.
- 18.3 You must ensure You have all necessary consents (including consents from any third party) sufficient to allow Us to use Your Application or any Reporting Material in accordance with this Agreement.

19. Access

- 19.1 You agree to give the Commonwealth, the ONI Delegate, or any persons authorised in writing by the Commonwealth or the ONI Delegate:

-
- (a) unhindered access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
 - (b) permission to inspect and take copies of any Material relevant to the Activity.
- 19.2 You must agree to give the Commonwealth, the ONI Delegate or any persons authorised in writing by the ONI Delegate reasonable assistance to locate and inspect Material relevant to the Project or Your compliance with this Agreement or the program.

20. Monitoring

- 20.1 You are responsible for monitoring the expenditure of Grant funds and certifying that Grant funds have been dispersed in accordance with this Agreement in Your Progress Reports, the Final Report or any Financial Acquittal Report. If at any time, in the opinion of Your Responsible Officer, Grant funds are not being expended in accordance with this Agreement, You must take all action necessary to minimise further expenditure in relation to the Project and inform ONI immediately.
- 20.2 Upon receipt of reasonable written notice from Us, or any person authorised in writing by the ONI Delegate, You must:
- (a) provide any information We require for monitoring and evaluation purposes;
 - (b) comply with all reasonable requests, directions, or monitoring requirements received from Us; and
 - (c) cooperate with and assist Us in any review or other evaluation that We undertake.
- 20.3 Nothing in this clause affects the obligation of each party to continue to perform its obligations under this Agreement.

21. Equipment and Assets

- 21.1 Unless otherwise approved by Us, Assets purchased with the Grant must be purchased for the exclusive purposes of achieving the Project's objectives for the duration of the Project Activity Period.
- 21.2 You and Other Eligible Organisations must:
- (a) establish and comply with procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with Grant funds; and
 - (b) ensure that any Specified Personnel will have first priority in the use and operation of equipment purchased for the Project and You must, so far as is practicable, permit persons We authorise to have priority access to that equipment in preference to other persons.
- 21.3 Unless otherwise approved by Us, the ownership of any Asset purchased wholly or partly with the Grant must be vested in You or one of the Other Eligible Organisations, located on its campus and listed in its assets register unless:

-
- (a) otherwise specified in Your Application;
 - (b) the Project is terminated, in which case We may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
 - (c) the Project is transferred to another organisation, in which case the equipment may also be transferred to the recipient Eligible Organisation.

21.4 After the expiration or termination of this Agreement You or one or more Other Eligible Organisations retain ownership of all Assets purchased using the Grant.

22. Relevant qualifications, licences, permits, approvals or skills

22.1 You agree to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity including the Research Special Conditions below; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

23. Research Special Conditions

23.1 Importation of experimental organisms: You must ensure that, before experimental organisms are imported into Australia for the purposes of the Project, You obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.

23.2 Proposals that involve the use of animals or humans must comply with all University Human and/or animal ethics policies and processes. Ethics approvals must be provided to NIPG@oni.gov.au before commencement of the project. The Delegate reserves the right to withdraw the Grant if ethics approvals are not provided.

23.3 Deposition of biological materials: Any biological material accumulated during the Project Activity Period must be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material, then You must dispose of the material in accordance with Your established safeguards.

23.4 Genetically Modified Organisms: If the Project involves the use of gene technology (as defined in the *Gene Technology Act 2000*), then before the research commences, You must be accredited with the Office of the Gene Technology Regulator. You must ensure that the Project has been approved in writing by Your relevant Biosafety and/or Ethics Committees (or equivalent). You must retain all certificates relating to the above and provide evidence if required to do so.

23.5 Ionising radiation: If the Project involves the use of ionising radiation, You must ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. You must retain all such licences and provide them if required to do so.

23.6 Social science data sets: Any digital data arising from the Project involving research relating to the social sciences must be lodged with the Australian Data Archive (ADA) or another equivalent repository for secondary use by other investigators. This must normally be done within two years of the conclusion of any fieldwork relating to the research. If You

are not intending to do so within the two-year period, You must include the reasons in the Final Report.

- 23.7 The Project must, unless otherwise approved by ONI in writing, conform to the principles outlined in the following and their successor documents:
- (a) the *Australian Code for the Responsible Conduct of Research* (2018);
 - (b) the *National Principles of Intellectual Property Management for Publicly Funded Research*;
 - (c) as applicable, the *National Statement on Ethical Conduct in Human Research* (2007, updated 2018);
 - (d) as applicable, *National Health and Medical Research Council Ethical conduct in research with Aboriginal and Torres Strait Islander Peoples and communities: Guidelines for researchers and stakeholders* (2018);
 - (e) as applicable, *Australian Institute of Aboriginal and Torres Strait Islander Studies Code of Ethics for Aboriginal and Torres Strait Islander Research* (2020);
 - (f) as applicable, *Australia Council for the Arts Protocols for Producing Indigenous Australian Music; Writing; Visual Arts; Media Arts; and Performing Arts* (2007);
 - (g) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013);
 - (h) Australia's AI Ethics Principles (2019); and
 - (i) As applicable, obligations under the *Defence Export Controls Legislative Framework*.

24. Not Used

25. Fraud

- 25.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
- 25.2 You must ensure Your personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 25.3 If You become aware of:
- (a) any Fraud in relation to the performance of the Activity; or
 - (b) any other Fraud that has had or may have an effect on the performance of the Activity;
- then You must within five business days report the matter Us, and all appropriate law enforcement and regulatory agencies.
- 25.4 You must, at Your own cost, investigate any Fraud referred to in this clause in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.
- 25.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. You agree to co-operate and provide all reasonable assistance at its own cost with any such investigation.
- 25.6 We may immediately terminate this Agreement in writing by notifying You if We reasonably consider that there is Fraud, misleading or deceptive conduct on Your part, the Project or other Specified Personnel, Personnel or any other Participating Organisation in connection with the Project or this Agreement.

26. Indemnities

- 26.1 You must indemnify the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 26.2 Your obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

27. Compliance with legislation and policies

- 27.1 You agree to comply with all legislation applicable to the performance of this Agreement.
- 27.2 You agree, in carrying out Your obligations under this Agreement, to comply with any of the Commonwealth's policies, as notified, referred, or made available by the Commonwealth to You (including by reference to an internet site).
- 27.3 You acknowledge that You may have obligations under the *Workplace Gender Equality Act 2012* and that You must comply with those obligations.
- 27.4 You must at all times comply with the requirements of the *Age Discrimination Act 2004*, *Disability Discrimination Act 1992*, *Sex Discrimination Act 1984* and the *Racial Discrimination Act 1975*.

28. Australian Research Integrity Committee

- 28.1 You must provide to the Australian Research Integrity Committee (ARIC) upon request, any documentation and information concerning allegations of Your mishandling of the management or investigation of potential breaches of internal reviews into alleged cases of research misconduct, and/or non-compliance with the *Australian Code for the Responsible Conduct of Research (2018)*.

29. Accuracy of information

- 29.1 The provision of any Grant funds for the Project is conditional on all information contained in Your Application for that Project and all reports required by this Agreement from You being complete, accurate and not misleading. We regard inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained from other sources and false claims in the publication record, for example describing a paper as being 'in press' or accepted even though it has only been submitted.
- 29.2 If We consider that Your Application for the Project or any report provided under this Agreement contains incomplete, inaccurate or misleading information, We may by notice in writing to You do any or all of the following:
- (a) recover all or some of the Grant funds paid under this Agreement for that Project, including all unspent Grant funds and any Grant funds not spent in accordance with this Agreement; and/or
 - (b) vary the amount of Grant funds approved for that Project.
- 29.3 You must pay to Us the amount specified in any notice received under this clause within 30 days of the date of that notice.

30. Privacy

- 30.1 When dealing with Personal Information in carrying out the Activity, You agree:
- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);

-
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
 - (c) to ensure that any of Your subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Your obligations under this clause; and
 - (d) to immediately notify the Commonwealth if You become aware of an actual or possible breach of this clause by You or any of the Your subcontractors or personnel.
- 30.2 In carrying out the Activity, You agree not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

31. Confidentiality

- 31.1 The parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament to disclose.
- 31.2 We may disclose Your confidential information where:
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
 - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament;
 - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests;
 - (d) officers, employees, assessors, or other third parties are required to enable effective assessment, evaluation, management or auditing of the NIPG or any Agreement;
 - (e) the Commonwealth is disclosing the information in accordance with any other provision of the Grant Guidelines or this Agreement; or
- 31.3 We acknowledge that the Final Report for the Project and information which is contained in any reports related to the Project may contain material that is Commercial in Confidence and/or highly sensitive material.
- 31.4 Subject to clause 31.2, We agree to hold the Final Report and any information contained in any reports relating to the Project as confidential, excluding information specifically provided for public release.
- 31.5 We warrant that, for a period of three years from the date of submission of the Final Report for the Project, You will be consulted before the Final Report and any information which is contained in any reports related to the Project is disclosed to any person other than an officer, employee, agent or member of the Commonwealth.

32. Insurance

- 32.1 You agree to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide Us with proof of insurance upon request.

33. Dispute resolution

- 33.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 33.2 Unless clause 33.3, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

-
- 33.3 The Parties may agree to suspend performance of this Agreement pending resolution of the dispute.
- 33.4 Failing settlement by negotiation in accordance with this clause, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.
- 33.5 Each Party will bear their own costs in complying with this clause, and the Parties will share equally the cost of any third person engaged under this clause.
- 33.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

34. Reduction, suspension and termination

34.1 Notification of breach of this Agreement

- 34.1.1 If You become aware of a breach of the terms and conditions of this Agreement by You, Your Personnel or Your Accredited Australian University, You must promptly notify Us and provide Us with relevant details about the breach.

34.2 Reduction in scope of Agreement for fault

- 34.2.1 If You do not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if You have failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of this Agreement.
- 34.2.2 You agree, on receipt of the notice of reduction, to:
- (a) stop or reduce the performance of Your obligations as specified in the notice;
 - (b) take all available steps to minimise loss resulting from the reduction;
 - (c) continue performing any part of the Activity or this Agreement not affected by the notice if requested to do so by the Commonwealth;
 - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- 34.2.3 In the event of reduction under this clause, the amount of the Grant will be reduced in proportion to the reduction in the scope of this Agreement.

34.3 Suspension

- 34.3.1 If:
- (a) You do not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
 - (b) the Commonwealth reasonably believes that You are unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) the Commonwealth reasonably believes that there is a serious concern relating to You or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend You from further performance of the Activity (including expenditure of the Grant); and/or
 - (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

34.3.2 If You:

- (a) remedy the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct You to recommence performing the Activity; or
- (b) fail to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of this Agreement in accordance with clause 35.1 or terminate this Agreement immediately by giving a second notice in accordance with clause 35.3.

34.4 Termination of Agreement

34.4.1 We may immediately terminate this Agreement by notifying You, if:

- (a) You commit any breach of this Agreement which We consider is not capable of remedy or where clause 34.3.2(b) applies;
- (b) We are of the opinion that progress on the Project is not satisfactory;
- (c) We reasonably believe that one or more of the conditions, as set out in this Agreement, have not been satisfied in relation to the Project;
- (d) We receive notice that the Project's Activities will cease, or have ceased;
- (e) We reasonably believe that inaccurate, incomplete or misleading information has been provided in relation to the Project, including in Your Application or in any report provided under this Agreement;
- (f) We reasonably believe there is fraud, misleading or deceptive conduct on the part of You, the Project, Specified Personnel, Personnel or any Participating Organisation in connection with the Project or this Agreement;
- (g) You become bankrupt or insolvent, entered into a scheme or arrangement with creditors, or come under any form of external administration;
- (h) You fail to comply with any additional ONI requirement or condition;
- (i) You are unable to continue Your role for any reason;
- (j) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements; or
- (k) We consider that the integrity of the Grant selection processes, funding recommendations and/or funded Project have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

34.4.2 If We terminate the Agreement under this clause:

- (a) You must immediately take all available and reasonable steps to stop any further expenditure of Grant funds on the Project;
- (b) You must provide the reports required by this Agreement within the timeframes specified in this Agreement, unless otherwise notified by Us; and
- (c) We will immediately stop payment of all Grant funds allocated under this Agreement and may recover any unspent Grant funds from all Grants allocated under this Agreement as at the date of termination from You and any Grant funds not spent as set out in this Agreement.

34.4.3 Any amount notified to You as payable under this clause is a debt due to Us (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

35. Cancellation or reduction for convenience

35.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a change in Your circumstances which the Commonwealth reasonably believes will negatively affect Your ability to comply with this Agreement.

35.2 On receipt of a notice of reduction or cancellation under this clause, You agree to:

- (a) stop or reduce the performance of Your obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or this Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

35.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to You under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses You unavoidably incur that relate directly and entirely to the reduction in scope or cancellation of this Agreement.

35.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of this Agreement.

35.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to Your compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under this Agreement will not exceed the total amount of the Grant.

35.6 You will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on You but for the cancellation or reduction in scope of this Agreement under clause 36.1.

35.7 The Commonwealth will act reasonably in exercising its rights under this clause.

36. Survival Clauses

36.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- (a) clause A5 (Reporting);
- (b) clause 7 (Acknowledgements);
- (c) clause 13 (Spending the Grant);
- (d) clause 14 (Recovery of unspent Grant funds or overpayment);
- (e) clause 15 (Record keeping);
- (f) clause 16 (Reporting);
- (g) clause 17 (Intellectual property);

-
- (h) clause 26 (Indemnities);
 - (i) clause 30 (Privacy);
 - (j) clause 31 (Confidentiality);
 - (k) clause 32 (Insurance);
 - (l) clause 34 (Reduction, Suspension and Termination);
 - (m) clause 36 (Survival);
 - (n) Definitions; and
 - (o) any other clause identified within this Agreement or which expressly or by implication from its nature is meant to survive.

37. Applicable Law

37.1 This Agreement is governed by the laws of the Australian Capital Territory.

38. Security

38.1 Upon receiving a NIPG, contact your University security office (foreign interference) to advise them of the nature of your research. We strongly advise that you:

- (c) follow their advice in accordance with University security (foreign interference) policies and procedures;
- (d) establish a point of contact within the security office in relation to all your travel, collaboration and professional engagement.

Your University Research office can advise of the best point of contact.

Definitions

In this Agreement, unless the contrary appears:

- **Aboriginal and Torres Strait Islander** means a person of Australian Aboriginal or Torres Strait Islander descent who identifies as an Australian Aboriginal or Torres Strait Islander person and is accepted as an Australian Aboriginal or Torres Strait Islander person by the community in which they live or have lived.
 - **ABN** has the meaning as given in section 41 of the *A New Tax System (Australian Business Number) Act 1999*.
 - **Activity** means the activity (including the Project) described in the Grant Details and includes the provision of the Reporting Material.
 - **Activity Material** means any Material, other than Reporting Material, created or developed by You as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
 - **Agreement** means the Grant Details, Execution Clauses and any other document referenced or incorporated in the Grant Details.
 - **Application** means the request for Grant funds submitted to ONI by You seeking Grant funds relevant to this Agreement. It includes the specifics of the proposed Grant Activity as well as the administrative information required to determine the eligibility of the application.
 - **Asset** includes personal, real or incorporeal property, but not Intellectual Property.
 - **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
 - **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in this Agreement and includes, where relevant, its officers, employees, contractors and agents.
 - **Commonwealth Entity** has the meaning given in Section 10 of the *Public Governance, Performance and Accountability Act 2013*.
 - **Commonwealth Standard Grant Conditions** means this document.
 - **Commonwealth Purposes** includes the following:
 - the Commonwealth verifying and assessing grant proposals, including Your Application;
 - the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
- but in all cases:
- excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Confidential Information** means any information which the parties agree is confidential or that is by its nature confidential.
 - **Conflict of Interest** means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that party participating in the Project.
 - **Digital Object Identifier (DOI)** means a unique persistent identifier for a published digital object, such as an article or a report, which is issued by the DOI Foundation.

-
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
 - **Final Report** means the report described in clause A5.5.
 - **Financial Acquittal Report** means the report described in clause A5.4.
 - **Grant, Grant funds or Grant funding** means the money, or any part of it, payable by the Commonwealth to You for the Activity as specified in the Grant Details and includes any interest earned by You on that money once the Grant has been paid to You.
 - **Grant Agreement or Agreement** means this document.
 - **Grantee** means the legal entity other than the Commonwealth specified in this Agreement and includes, where relevant, its officers, employees, contractors and agents.
 - **Grant Details** means the document titled Grant Details that forms part of this Agreement.
 - **Grant Guidelines** means the *National Intelligence Postdoctoral Grants Grant Guidelines*.
 - **Grant Offer** means the details listed under 'Payment of the Grant' showing Grant amount.
 - **GST** has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.
 - **Indemnitees** refers to persons claiming protection against any claim or damages and includes (but is not limited to) officers, employees, agents and subcontractors of the Commonwealth.
 - **Intellectual Property Rights** 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*).
 - **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory, or local authority.
 - **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
 - **ONI** means Office of National Intelligence.
 - **ONI Delegate** means the Director-General of National Intelligence or the Director-General's Delegate.
 - **Part time** means only researchers who have carer responsibilities (up to 0.5 FTE) or teaching (up to 0.33 FTE) arrangements subject to the written approval of ONI and the University.
 - **Party** means a party to this Agreement.
 - **Personal Information** has the same meaning as in the *Privacy Act 1988*.
 - **Personnel** means those persons involved in the conduct of the Project.
 - **Privacy Commissioner** means the person occupying the position of Privacy Commissioner pursuant to the *Privacy Act 1988*.
 - **Progress Report** means a report as described in clause A5.2.
 - **Project** means any project as described in the Grant Offer or as otherwise approved by the ONI Delegate for Grant funds under this Agreement.
 - **Project Activity Period** means the period during which the Project is receiving Grant funding according to the original Grant Offer, or has any carryover Grant funds approved by the ONI, or an approved variation to the Project End Date.
 - **Project End Date** means when the ONI funded Project Activity is completed and all ONI Grant funds are spent.
 - **Project Start Date** means the date on which the Project commences research and Grant expenditure.

-
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
 - **Reporting Material** means all Material which You are required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
 - **Research** is defined, for the purposes of this Agreement, as the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative.
This definition of research is consistent with a broad notion of research and experimental development comprising “creative and systematic work undertaken in order to increase the stock of knowledge – including knowledge of humankind, culture and society – and to devise new applications of available knowledge”
OECD (2015), Frascati Manual 2015: *Guidelines for Collecting and Reporting Data on Research and Experimental Development* (p.378).
 - **Research Office** means a business unit within an Your organisation that is responsible for administrative contact ONI regarding funding applications and projects.
 - **Research Advisor** means the person named as the Project’s researcher advisor named in the Grant Offer and who meets the eligibility criteria stated in the Grant Guidelines.
 - **Research Output** means all products of the Project that meet this Agreement’s definition of Research.
 - **Responsible Officer** means Your Vice-Chancellor (or Your corporate head however described) or an officer nominated by that person.
 - **Six-monthly Progress Report** means the report described in clause A5.2.
 - **Researcher** means the person named as the Project’s postdoctoral researcher named in the Grant Offer and who meets the eligibility criteria stated in the Grant Guidelines.
 - **Special Condition** means a special condition specified in the Grant Offer which governs the use of the Grant provided by the ONI.
 - **Specified Personnel** means the Researcher and Research Advisor engaged by You and named in the Grant Offer to perform the Project or as approved by the ONI.
 - **Variation of Grant Agreement (Variation)** means a request submitted to ONI to agree to a change in the Agreement, including the Project subject to the Agreement.
 - **We** means the Office of National Intelligence (ONI). ‘Us’ and ‘Our’ are also used in this context.
 - **You** means the party to this Agreement not being the Commonwealth.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by The Office of National Intelligence (ABN 87 904 367 991)	
Name: (print)	.....
Position: (print)	.....
Signature:	.....
Date: /
Full Name of Witness: (print)	.....
Signature:	.....
Date: /

Grantee

Name of Organisation:	<i>[insert name of company and any ABN, ACN or ARBN]</i>
Authorised Person: (print)	.....
Position: (Print)	.....
Signature:	.....
Date: /
Full Name of Witness: (print)	.....
Signature:	.....
Date: /