Commonwealth Grant Agreement

Between the Commonwealth represented by

Office of National Intelligence

and

{{Organisation}}

National Intelligence Explore Award (NIEA) for Funding Commencing in 2027

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Part A National Intelligence Explore Award (NIEA) – Grant Details

A1 Purpose of the Grant

A1.1 The Grants under this Agreement are being provided as part of the National Intelligence Explore Award (NIEA) program.

A1.2 The intended outcomes of the NIEA program are:

(a) increased scale of Australian research impacting or informing Australia's national security and potential future intelligence capability;

(b) strengthened relationships and improving interaction between Australia's research community and the National Intelligence Community (NIC), including Five Eyes partners;

(c) produce ground-breaking research (peer-reviewed publications) that provides insight into emerging science, social science, engineering and technology that addresses NIC priorities, needs and interests; and

(d) develop sovereign expertise and talent in fields of high relevance to the NIC and enable potential capability development.

A1.3 This grant opportunity will be administered by the Office of National Intelligence (ONI).

A1.4 In this agreement, 'We' refers to the ONI. 'Us' and 'Our' are also used in this context.

A2 NIEA Activity

A2.1 Commencement

A2.1.1 The Project Start Date will be 1 July 2027. If the Project Start Date is not 1 July 2027, a variation must be submitted as soon as practicable to ensure that the Project Start Date is accurately recorded. The Project Start Date must be before 31 December 2027.

A2.1.2 If there are Exceptional Circumstances, You may request a variation to defer the Project Start Date beyond 31 December 2027.

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. A copy of the approved ethics plan must be included in the KPI report that is required to be provided after the grant commencement date;

(b) a written agreement with each Participating Organisation has been signed, in accordance with clause A2.2.5;

(c) a data management plan, in accordance with clause A2.2.6, is in place; and

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(d) if the project was awarded less than originally requested, a revised budget must be agreed with the Project Leader. If the revised budget impacts the project scope, a variation to funding agreement must be submitted.

A2.2 Grant Activities

A2.2.1 The project

(a) In administering the projects 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 'Project Description' and within the broad structure of the proposed 'Project Cost' contained in Your Application, as well as any Special Conditions; and

ii. comply with any other requirements or conditions We impose in connection with any Grant covered by this Agreement.

A2.2.2 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.

A2.2.3 Grant funds may not be used for

(a) purposes specifically excluded in the Grant Guidelines (e.g. production of policy options, policy recommendations or policy advice);

(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.

A2.2.4 Activity Budget

(a) Subject to this clause, You may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause You to be in breach of any of Your obligations under this Agreement.

(b) If requested by Us, You must provide, by the project commencement date, or as otherwise requested by Us, a revised Activity Budget that details anticipated activity expenditure in a form that is acceptable to Us.

(c) You must give Us at the submission of End of Year reports, or when otherwise requested by Us, a detailed Expenditure Report in a form acceptable to Us. The Expenditure Report must clearly identify any proposed changes, including of any proposed changes to personnel, and an explanation for the proposed changes.

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(d) We may, at our discretion, approve or reject a revised Activity Budget provided under clause 2.2.4 (b) and/or any proposed changes to the Grant Funds. Our approval may be granted subject to conditions.

(e) If a revised Activity Budget and any proposed changes to the Activity Budget are approved by Us, then it will become the Activity Budget and, if relevant, the Grant Funds will be adjusted accordingly.

(f) If a revised Activity Budget and any proposed changes to the Activity Budget are not approved by Us or the Expenditure Report does not align with the Activity Budget, We may, at Our discretion, apply a revised Activity Budget and changes to the Approved Funding amount. This will become the Activity Budget and, if relevant, the Grant Funds will be adjusted accordingly.

A2.2.5 **Participating Organisation Agreements**

(a) Where You are delivering the Project with other Participating Organisation(s), You must obtain the written agreement of all Participating Organisations to allow the project to start.

(b) The level of detail in the agreement must be commensurate with the level of contribution from each organisation.

(c) The Participating Organisation Agreement/s must:

i. outline the roles, responsibilities, contributions and research that must be undertaken by You and the relevant Participating Organisation;

ii. describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to the project (or background IP) as well as the outcomes or results generated by the project (or project IP); and

iii. not impede or prevent You from complying with any of Your obligations under this Agreement.

(d) The Participating Organisation Agreement must comply with the conditions of the project as outlined in this Agreement.

(e) You must retain the written agreement/s, and make it/them available if requested.

(f) The Participating Organisation must agree upon transfer of the ownership of Intellectual Property Rights in Activity Material:

i. to provide for the continued operation, of the project and teaching, research and development of new unencumbered intellectual property by You;

ii. to provide an assurance that upon any sale, closing down, dissolution and/or liquidation of the Participating Organisation during the term of this Agreement, the ownership of the relevant Intellectual Property Rights will be renegotiated with You;

iii. to provide an assurance that upon the transfer of the ownership of the relevant Intellectual Property Rights, You have reasonable opportunity to retain the proposed benefits to Australia on which the Grant was awarded; and

iv. to provide an indemnity from the Participating Organisation in favour of You that covers any loss, liability or expense incurred or suffered by You as a result of any breach of this Agreement, including the provisions concerning intellectual property.

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A2.2.6 **Data Management Plan**

(a) You, Specified Personnel and Participating Organisations 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 if requested.

A2.2.7 **Specified Personnel**

(a) Chief Investigators (CIs) must:

i. be Australian citizens or New Zealand special category Visa holders;

ii. reside predominately in Australia for the duration of the project.

(b) The NIC Fellowship for the Lead CI is to be paid from project costs:

i. Fellowship funding amount must be identified in the Activity Budget and can be on top of other funding sources;

ii. a maximum of $150,000 can be allocated and NIC Fellowship funding may be used to top up salaries.

(c) Higher Degree by Research Students (HDRs), must:

i. be Australian citizens or Australian permanent residents, or New Zealand special category Visa holders;

ii. reside predominately in Australia for the duration of the project.

(d) Where the Higher Degree by Research (HDR) stipend is to be paid from project costs:

iii. the annual rate for a full time HDR stipend under this Agreement is at the appropriate level for the Administering Organisation or the relevant industry sector;

iv. a maximum of $30,000 can be allocated for the NIC PhD Scholarship and may be used to top up the HDR stipend;

v. Scholarship funds must be identified in the Activity Budget and can be on top of other funding sources;

vi. the recipient must be enrolled in a HDR at an Eligible Organisation;

vii. management of candidature will be at Your discretion or the employing organisation's discretion as appropriate. This includes but is not limited to selection, appointment, supervision, periods of leave and/or suspension of candidature;

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viii. other costs of candidature must be Your responsibility or the employing organisation's responsibility as appropriate. Costs of candidature may include, but are not limited to, costs of relocation, periods of leave and thesis production; and

ix. You must send the confirmation of the eligibility of the recipient along with the supporting documents to Us. Email correspondence will suffice for this purpose.

(e) In administering the projects 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 on-costs for Specified Personnel. All on-costs remain the responsibility of You or their employing organisation;

iii. provide all Specified Personnel with a copy of this Agreement within a reasonable time after the execution of this Agreement;

iv. have the approval of Specified Personnel's employing organisation to participate in the project. You are not required to have the agreement of the employing organisation of an overseas-based Partner Investigator (unless they are employed by You) to participate in the project; and

v. take responsibility for ensuring any researcher on the project does not breach this Agreement. This may include an agreement with Specified Personnel.

A2.2.8 **Other Personnel**

(a) The employing organisation is required to follow best practice when employing personnel other than Specified Personnel.

(b) Conditions of employment for personnel must be those of the employing organisation.

(c) Other personnel paid from the Grant must be Australian citizens, FVEYs citizens, Australian permanent residents, or New Zealand special category Visa holders.

(d) All on-costs remain the responsibility of You or their employing organisation.

(e) You will send the confirmation of the eligibility of other personnel along with the supporting documents to ONI (NICRP@oni.gov.au) prior to recruitment. Email correspondence will suffice for this purpose.

A2.2.9 **Funded Personnel**

(a) You must give Us by:

i. The project commencement date; and

ii. at the submission of Progress reports; or

iii. if otherwise requested by Us, a detailed Personnel Report that provides details of Funded Personnel undertaking grant activities in a form acceptable to Us. The Personnel Report must clearly identify any proposed changes, including of any proposed changes to personnel, and an explanation for the proposed changes.

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(b) You agree to notify Us as soon as practicable if the Funded Personnel are unable to perform the work as required under this clause, including where Funded Personnel are unable to be recruited as planned.

(c) You agree to remove any personnel (including Specified Personnel, Funded Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of Us.

(d) If clause 2.2.9 (b) or (c) applies, You will provide replacement personnel acceptable to and at no additional cost to Us at the earliest opportunity and without any interruption to Your compliance with Your other obligations under this Agreement.

(e) If clause 2.2.9 (d) applies, and You cannot provide replacement personnel within a period of six months after the loss of any Funded Personnel, We may, at Our discretion, apply a revised Activity Budget and changes to the Approved Funding amount. This will become the Activity Budget and, if relevant, the Grant Funds will be adjusted accordingly.

(f) Provide Us all professional affiliations and non-Australian sources of funding (past and present).

A2.2.10 **Prohibited Dealings**

(a) In this Agreement:

Listed Terrorist Organisation means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth). This list is available at: Listed terrorist organisations (nationalsecurity.gov.au);

Consolidated List means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the *United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth). This list is available at: https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx;

World Bank Listing of Ineligible Firms and Individuals means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms.

(b) You agree to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including You and your officers, employees, contractors and agents:

i. are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;

ii. are not, and do not become a Listed Terrorist Organisation;

iii. are not, and do not become listed on the Consolidated List;

iv. are not, and to do not become listed on the World Bank Listing of Ineligible Firms and Individuals;

v. are not owned or controlled by any individual or entity mentioned in the lists referred to in A2.2.10 (ii) to (iv); and

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vi. do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in A2.2.10 (ii) to (iv).

(c) You agree to inform Us immediately if You discover that You or any of Your officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause A2.2.10.

A2.3 Variations to this Agreement

A2.3.1 If there are changes to the project, You must submit a variation.

A2.3.2 Requests for variations to the project 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, and research and training capability; and

(e) whether research already undertaken will be put at risk by the variation.

A2.3.3 If We approve a variation to this Agreement, You must revise an existing Participating Organisation agreement or enter into an agreement with the new or replacement Participating Organisation, as set out in clause A2.2.5.

A2.3.4 If the variation is not approved, We, may contact You to negotiate an acceptable outcome without jeopardising the project operations. In Exceptional Circumstances, the project or this Agreement may be terminated.

A2.3.5 A variation request must be submitted in the following circumstances:

(a) **Budget/project scope**

i. Any substantially revised budget, and/or project scope must be approved by Us.

(b) **Specified Personnel – transfer, addition or removal**

i. Any Specified Personnel intends to move to another organisation during the Project Activity Period.

ii. For the project to continue, at least one original Specified Personnel from Your Application must remain on the project.

iii. If a CI is the only CI on the project, and their involvement with the project is to cease, Grant funds for the project must be terminated.

iv. If the Project Leader's involvement with the project is to cease, another Investigator who was an original Specified Personnel on Your Application may become the Project Leader if approved by Us.

v. You must seek approval to add Specified Personnel to the Project.

(c) **Participating Organisation change or removal**

i. A variation is required when a change to current Participating Organisations is sought.

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ii. You must notify Us, if any other Participating Organisation wishes to reduce or withdraw its support for the project.

iii. You must ensure that the Participating Organisations satisfy the requirements of this Agreement (including the Grant Offer) and the Grant Guidelines.

iv. You must seek approval to replace a Participating Organisation for the project.

v. You may request to modify remaining Participating Organisation agreements.

vi. You must provide the Participating Organisation Agreed Contribution Report.

(d) **Project transfer**

i. A request for a transfer will be considered only if the circumstances are exceptional.

ii. The project and any equipment purchased with the Grant or contributions from Participating Organisations 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 recover any unspent Grant funds.

(e) **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 any of the Specified Personnel on the project is 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.

(f) **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. All Specified Personnel, Participating Organisations and You must agree to the project relinquishment.

iii. In Extraordinary Circumstances, the Deputy Vice Chancellor – Research or equivalent may make a request to relinquish the project without all approvals.

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iv. A Final Report must be submitted 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.

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 any 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.

A3.5 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 $xxxxxxxx (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. 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 typically be paid annually through Our payment system, subject to Your compliance with Your obligations under this Agreement.

A5 Reporting

A5.1 **General Reporting**

A5.1.1 You must ensure that each Participating Organisation is provided with timely notice of progress made on the project, if relevant.

A5.1.2 We require You to inform Us when significant problems occur with an ONI funded project and/or with any serious matters concerning Funded Personnel.

A5.1.3 If We are not satisfied with the progress of any project, further payment of Grant funds will not be made until satisfactory progress has been made on the project. If satisfactory progress is not achieved within a reasonable period of time, We may terminate the Grant and recover all outstanding Grant funds.

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A5.1.4 You agree to notify NICRP@oni.gov.au, and provide a pdf (electronic) copy as soon as practical after an article, or research output, is accepted by the relevant publisher. Information regarding publications and published materials, including when publications are accepted, must also be provided in progress reports, end of year reports and the Final Report for review by Us (if applicable).

A5.1.5 You must submit the following reports in accordance with this Agreement, in the format We require, if specified.

A5.2 **Progress Report**

A5.2.1 You must submit annual progress reports on the progress of the research Project. Reports must be provided within 1 month of each year's project commencement date anniversary. The form for this report will be made available in SmartyGrants.

A5.2.2 You must provide information as specified in the report template, including:

(a) academic progress on the research project, including all publications;

(b) details about any funding received elsewhere and any outreach or engagement activities that were undertaken;

(c) any anticipated future funding sources or outreach activities;

(d) details of funded personnel; and

(e) revised Activity Budget if required.

A5.2.3 The progress report must contain information on all expenditure for that year for the project including:

(a) any unspent Grant funds to be recovered by Us;

(b) any unspent Grant funds that You are seeking to have carried over into the next year;

(c) the reasons why the unspent Grant funds are required to be carried over or recovered; and

(d) when the project is in the final year of funding and grant funds have not been fully expended, a revised end date can be noted to enable grant funds to be carried over into the following year.

A5.2.4 Grant funds provided to You, which are not spent during the year of the Project Activity Period to which the Grant funds were allocated, may be carried over from one year to the next year if approved by Us. You must request this approval in the end of year report for the financial year for which the Grant was initially paid.

A5.2.5 All unspent Grant funds are to be reported to Us. If a carryover is requested, it must include all unspent Grant funds allocated to the project even if some of the Grant funds have been distributed to any Other Eligible Organisation through a Participating Organisation Agreement.

A5.2.6 Where a carryover is requested for 75 per cent or more of the Grant funds allocated for a financial year (excluding any Grant funds carried over from the previous financial year), additional justification must be provided.

A5.2.7 Grant funds may be carried over more than 12 months only in Exceptional Circumstances and subject to Our approval. Additional justification must be provided in this instance.

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A5.2.8 If approved, Grant funds may be carried over for a maximum of three years from the original funding year, unless otherwise outlined in the Grant Guidelines. If We previously approved a deferment to the Project Start Date or a suspension of the project, We may approve a carryover of the Grant funds for more than three years beyond the original funding year to reflect the deferment or suspension or the limits allowed by the Grant Guidelines.

A5.3 **Final Report**

A5.3.1 Unless We approve otherwise, You must ensure that a Final Report is provided for the project within 2 months of the final approved Project End Date. The form for this report will be made available in SmartyGrants.

A5.3.2 You must provide information as specified in the report template, including information on all related publications and when publications are accepted.

A5.3.3 We, may review the outcomes against the objective(s) of the project as stated in Your Application or any approved revised budget and/or project scope.

A5.3.4 The Final Report must justify why any Research Outputs from the project have not been made openly accessible within 12 months from the date the Research Output was published. The Final Report must outline how data arising from the project has been made publicly accessible where appropriate as outlined in A6.4.

A5.3.5 We, may also seek additional information about subsequent outputs and outcomes after submission of the Final Report. We, may contact You up to five years after the submission of the Final Report for information to assist with evaluation of a NIEA grant opportunity.

A5.4.1 If a Final Report is considered to be inadequate, unsatisfactory or is not submitted on time, You will be contacted for further information.

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 any project funded under this Agreement.

A6.2 For any Activity Material produced under this Agreement, You must ensure that all Specified Personnel:

(a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their 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.

A6.3 We will support publication and dissemination costs as per the Grant Guidelines.

A6.4 All ONI-funded research projects must comply with the *ARC Open Access Policy* on the dissemination of research findings, which is on the ARC website. In accordance with this policy, any Research Outputs arising from ONI-funded research must be made openly accessible within a 12-month period from the publication date. Where this requirement cannot be met, reasons must be provided in the Final Report for the project.

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A7 Liaison

A7.1 Researchers must direct all queries regarding NIEA to

Email: NICRP@oni.gov.au

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.

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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 This Agreement may be varied in writing only, agreed and approved by both parties.

4.6 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.

4.7 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.

5.3 You agree that for the term of this Agreement, You will meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the Grant Guidelines.

5.4 You agree that named participants will attend a Security Briefing, delivered through video teleconference, before commencing the Activity. For the purposes of GrantConnect, the grant date of effect will be no earlier than the day after all named participants have attended a Security Briefing.

5.5 Upon receiving an NIEA grant, You agree to contact Your University security office (foreign interference) to advise them of the nature of your research. Your University Research Office can advise of the best point of contact. We strongly advise that you:

(a) follow their advice in accordance with Your University security (foreign interference) policies and procedures;

(b) establish a point of contact within the security office in relation to all your travel, potential collaborations and personnel engagement (e.g. eligibility requirements); and

(c) upon establishment provide Us with the security office point of contact details via email to NICRP@oni.gov.au.

5.6 When invited, You agree that at least one named investigator will attend in person to present the funded research at an annual National Intelligence Community Networking event.

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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 projects 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 only:

a. either of the following forms of acknowledgement as appropriate:

i. "Dr **XXX** is the recipient of a National Intelligence Explore Award (project number **XXX**) funded by the Australian Government."; or

ii. "This research was conducted by [the ***University X***] for the National Intelligence Explore Award (project number **XXX**) and funded by the Australian Government."; or

b. any other form of acknowledgement as advised by Us in writing from time to time.

7.3 ONI requests an electronic copy of all materials accepted for publication.

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 NIEA funded authors. Metadata for the Research Output must include the Project ID, list 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 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 A2.2.5.

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7.7 Individuals working on the project who would be named in publications or would otherwise link their association with the Government funded project must be an Australian citizen, FVEYs citizens, Australian permanent resident or New Zealand special category Visa holder.

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. A notice to Us must be provided as per clause A7 of this Agreement. Our notices to You will be addressed to Your Responsible Officer.

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 The Commonwealth 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 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 All parties involved in or associated with the project are required to disclose to You and the other parties involved in the project, any actual, potential or perceived 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 or any Specified Personnel become aware of any actual, potential or perceived Conflicts of Interest relating to parties involved in the project, You must:

(a) have documented and established processes in place for managing the actual, potential or perceived Conflict of Interest for the duration of the project. Such processes must comply with the *Australian Code for the Responsible Conduct of Research* (2018), the *ARC Conflict of Interest and Confidentiality Policy* and any relevant successor document; and

(b) notify Us, 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 project(s), You agree to:

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(a) notify Us 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 or any Specified Personnel fail to disclose a breach of *the Australian Code for the Responsible Conduct of Research* in relation to a Conflict of Interest, We may do any of the things as set out in clause 35.

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.

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.

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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, 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, We 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 We make no claim on the ownership of IP brought into being as a result of the project for which the Grant is being provided.

17.2 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.

17.3 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.

17.4 The project must incorporate appropriate processes for the strategic management of project Intellectual Property Rights in its governance.

17.5 This Agreement does not affect the ownership of IP in background IP.

17.6 Unless otherwise approved by Us, Your intellectual property policy must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*.

17.7 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.

17.8 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 17.5, 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 and reproduce information contained in Your Application or Reporting Material for any purpose related to:

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(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 NIEA or any funding program administered by ONI.

(e) the sharing of information by ONI with another Commonwealth Department or entity, or Commonwealth Minister or parliamentary committee, where this serves the Commonwealth's legitimate interests; or

(f) where the use, reproduction or publication of the material is authorised or required by law.

18.3 If Your Application or report contains information belonging to a third party, You must ensure that it has in place all necessary consents sufficient to allow Us to deal with the information or any report 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 any 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 the end of year 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 Us immediately.

20.2 Upon receipt of reasonable written notice from Us, or any person authorised in writing by the ONI Delegate, You must:

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(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 project 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

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agreement in principle for the importation from the appropriate Commonwealth and State authorities.

23.2 Research involving humans or other animals: If any project conducted by You involves research on or involving humans or other animals, You must ensure that the codes adopted for these purposes by the National Health and Medical Research Council (NHMRC) are complied with. The research must not commence without clearance from Your Biosafety or Ethics Committee (or equivalent) and from any other relevant authority.

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

24. Child Safety

Relevant checks and authority

24.1 You must:

(a) comply with all relevant legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working with Children Checks however described; and

(b) ensure that Working with Children Checks obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all relevant legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

24.2 You agree in relation to the Activity to:

(a) implement the National Principles for Child Safe Organisations;

(b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;

(c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;

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(d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;

(e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

i. the National Principles for Child Safe Organisations;

ii. Your risk management strategy required by this clause;

iii. relevant legislation relating to requirements for working with Children, including Working with Children Checks;

iv. relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

(f) provide Us, with an annual statement of compliance with clauses 24.1 and 24.2, in such form as may be specified by the Commonwealth.

24.3 With reasonable notice to You, the Commonwealth may conduct a review of Your compliance with this clause.

24.4 You agree to:

(a) notify Us of any failure to comply with this clause;

(b) co-operate with Us in any review conducted, of the Your implementation of the National Principles for Child Safe Organisations or compliance with this clause; and

(c) promptly, and at Your own cost, take such action as is necessary to rectify, to ONI's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.

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 to 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 and its own cost, investigate any Fraud in relation to the Activity. You agree to co-operate and provide all reasonable assistance at Your 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

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project or other Specified Personnel, Personnel or any other Participating Organisation in connection with any or all projects.

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 including having regard to the *Guidelines to Counter Foreign Interference in the Australian University Sector* published on the Department of Education website.

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*.

27.5 The project must, unless otherwise approved by Us 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, 2023, and 2025);

(d) as applicable, *NHMRC 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, *Creative Australia Protocols for using First Nations cultural and intellectual property in the arts (2019)*;

(g) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013);

(h) as applicable, *Artificial Intelligence: Australia's Ethics Framework* (2019) and *Australia's Artificial Intelligence (AI) Ethics Principles*;

(i) *Defence Export Controls Legislative Framework*;

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(j) Australia's international obligations including the *Convention on the Prohibition of the Development, Production and Stockpiling of Bacteriological and Toxin Weapons and on their Destruction (Biological Weapons Convention)*; and

(k) *Australia's Foreign Relations (State and Territory Arrangements) Amendment Act 2026.*

28. Complaints and allegations relating to research integrity and research misconduct

28.1 You must comply with the *ARC Research Integrity Policy* (2023), which is available on the ARC website, in respect to all NIEA research projects.

29. Australian Research Integrity Committee

29.1 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).

30. Accuracy of information

30.1 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 incomplete, inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, omitting significant professional or publication detail, 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.

30.2 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) not pay You any further Grant funds for that project;

(b) 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

(c) vary the amount of Grant funds approved for that project.

30.3 You must pay to Us the amount specified in any notice received under this clause within 30 days of the date of that notice.

31. Privacy

31.1 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;

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(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 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.

31.2 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.

32. Confidentiality

32.1 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.

32.2 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 NIEA or any Agreement;

(e) the Commonwealth is disclosing the information in accordance with any other provision of the Grant Guidelines or this Agreement; or

(f) it is in the public domain other than due to a breach of this clause; or

(g) to comply with obligations, or to exercise rights, under the ARC *Research Integrity Policy* (2023) available on the ARC website.

32.3 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.

32.4 Subject to clause 32.2, 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.

32.5 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.

33. Insurance

33.1 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.

34. Dispute resolution

34.1 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.

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34.2 Unless clause 34.3, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

34.3 The Parties may agree to suspend performance of this Agreement pending resolution of the dispute.

34.4 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.

34.5 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.

34.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

35. Reduction, suspension and termination

35.1 Reduction in scope of agreement for fault

35.1.1 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.

35.1.2 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.

35.1.3 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.

35.2 Suspension

35.2.1 We may immediately suspend a Grant for the project by notifying You, if;

(a) You do not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable 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;

In such circumstances, 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.

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35.2.2 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.

35.3 Termination of the Grant for the project

35.3.1 We may immediately terminate a Grant for the project by notifying You, if:

(a) You commit any breach of this Agreement which We consider is not capable of remedy or where clause 35.2.2(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 that 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;

(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 projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

35.3.2 If We terminate the Grant for the project 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 to the project and may recover any unspent Grant funds from all Grants allocated to the project under

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this Agreement as at the date of termination from You and any Grant funds not spent as set out in this Agreement.

35.3.3 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.

36. Cancellation or reduction for convenience

36.1 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.

36.2 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.

36.3 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.

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

36.5 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.

36.6 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.

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

37. Termination of Agreement

37.1 If We terminate this Agreement:

(a) You must immediately take all available and reasonable steps to stop any further expenditure of Grant funds on all projects;

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(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.

37.2 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.

38. Survival Clauses

38.1 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 31 (Privacy);

(j) clause 32 (Confidentiality);

(k) clause 33 (Insurance);

(l) clause 35 (Reduction, Suspension and Termination);

(m) clause 38 (Survival Clauses);

(n) Definitions; and

(o) any other clause identified within this Agreement or which expressly or by implication from its nature is meant to survive.

39. Applicable Law

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

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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 described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Budget** means the budget for the Activity as described in the Grant Details and further detailed in any agreed revised Activity Budget to the extent it is consistent with this Agreement.
- **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.
- **Activity Plan** means a plan in a format agreed by Us, providing details of anticipated activities to be undertaken over the Project Activity Period, or a period as otherwise defined by Us.
- **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 through SmartyGrants 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.
- **Approved Funding** means the Grant Funding amount approved by the relevant Delegate.
- **ARC** means the Australian Research Council, as established under the *ARC Act 2001*.
- **ARC website** is www.arc.gov.au.
- **Asset** includes personal, real or incorporeal property, but not Intellectual Property.
- **Australian resident** means an Australian permanent resident or New Zealand Special Category Visa holder.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Chief Investigator (CI)** means a person or persons named as a CI and who meets the eligibility criteria stated in the Grant Guidelines.
- **Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning.
- **Child-Related Personnel** means Your officers, employees, contractors (including subcontractors), agents and volunteers involved with the Activity who as part of that involvement may interact with Children.
- **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 an actual, potential or perceived conflict of interest and extends to a material personal interest as outlined in the *ARC Conflict of Interest and Confidentiality Policy* available on the ARC website.
- **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.
- **Eligible Organisation** means an organisation listed in clause 4.8 of the Grant Guidelines.
- **End of year report** means the report specified at clause A5.4.
- **Exceptional circumstances** mean conditions or events that are out of the control of an individual or the entity involved, and that have a negative impact on Your ability to perform or achieve something. We, will have discretion to determine whether a condition or event meets the definition.
- **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.
- **Funded Personnel** means all persons who are involved in the grant whose activities are paid for in part, or in full, with Grant Funds.
- **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 Explore Award* Grant Guidelines.
- **Grant Offer** means the details listed in SmartyGrants showing the project details and Grant amount.
- **GST** has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.
- **HDR** means a Higher Degree by Research including a PhD or Masters Degree by Research.
- **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 statue 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.
- **National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: https: //humanrights.gov.au/resource-hub/resources-for-organisations-businesses/child-safe-organisations) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Department of Social Services.
- **NHMRC** means the National Health and Medical Research Council.
- **ONI** means Office of National Intelligence.
- **ONI Delegate** means the Director-General of National Intelligence or the Director-General's Delegate.
- **Other Eligible Organisation** means an organisation listed in section 4.8 of the Grant Guidelines which is not You.
- **Other Organisation** means an organisation that is not You or any Other Eligible Organisation that contributes to the research project.
- **Participating Organisation** means Other Eligible Organisations and Other Organisations associated with the project.
- **Partner Investigator (PI)** means a person or persons named as a PI and who meets the eligibility criteria stated in the Grant Guidelines.
- **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.
- **PhD** is a qualification that meets the level 10 criteria of the Australian Qualifications Framework Second Edition January 2013.
- **Privacy Commissioner** means the person occupying the position of Privacy Commissioner pursuant to the *Privacy Act 1988*.
- **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 Leader** means the named participant from Your organisation who is the first named CI on Your Application.
- **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 Eligible Organisation that is responsible for administrative contact with the ONI regarding funding applications and projects.
- **Research Output** means all products of a research 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.
- **Security Briefing** means a security briefing that is facilitated by the ONI, or other member of the National Intelligence Community or National Security Community.
- **Progress Report** means the report described in clause A5.3.
- **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 Chief Investigator(s) and Partner Investigator(s) named in the Grant Offer to perform the project or as approved by the ONI.
- **Variation of Grant Agreement (variation)** means a request submitted in SmartyGrants to agree to a change in the Grant Agreement.
- **Working with Children Checks** means the process in place pursuant to relevant legislation to screen an individual for fitness to work with Children.
- **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:	*[insert name of company and any ABN, ACN or ARBN]*
Authorised Person: (print) **Position: (Print)** **Signature:** **Date:**	..../...../.....
Full Name of Witness: (print) **Signature:** **Date:**	..../...../.....