



Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

UNIVERSITY OF TASMANIA

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Grant Agreement ASCI000002

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	UNIVERSITY OF TASMANIA
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	University – Australian public
Trading or business name	UNIVERSITY OF TASMANIA
Any relevant licence, registration or provider number	
Australian Business Number (ABN) or other entity identifiers	30764374782
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	
Registered office – physical	Physical address Churchill Avenue Sandy Bay TAS 7005 Australia
Registered office – postal	Postal address Private Bag 1 HOBART TAS 7000 Australia
Relevant business place (if different)	

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Innovation and Science
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details ASCI000002

A Purpose of the Grant

The Grant is being provided as part of the Antarctic Science Collaboration Initiative program.

- The objectives of the program are:
 - to support research that aims to understand the role of the Antarctic region in the global climate system and the implications on marine ecosystems
 - to enable the Australian Antarctic Program Partnership to undertake collaborative science, research and innovation activities under the Australian Antarctic Science Strategic Plan and Australian Antarctic Strategy and 20 Year Action Plan
 - to secure Antarctic science jobs in Hobart.
- The intended outcomes of the program are:
 - continued scientific research activity in the Australian Antarctic Territory, aligned with the objectives of the Australian Antarctic Science Strategic Plan and the outcomes sought by the Australian Antarctic Strategy and 20 Year Action Plan
 - employment and funding certainty for experts, students and early career researchers to strengthen Antarctic science capability in Australia.

B Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

Project Title

Australian Antarctic Program Partnership (AAPP)

Project Scope and Description

The Australian Antarctic Program Partnership (AAPP) will bring together leading Australian research agencies to work together on a critical challenge in Antarctic research: to understand the role of the Antarctic region in the global climate system and the implications for marine ecosystems.

The research program will be organised into three inter-dependent themes: Antarctica's Influence on Climate and Sea Level; The Nature and Impacts of Southern Ocean Change; and The Future of Antarctic Sea Ice, Krill, and Ecosystems.

Antarctica, the Southern Ocean, its sea ice cover and the overlying atmosphere influence the entire globe. The Southern Ocean is the dominant ocean sink of anthropogenic heat and carbon dioxide and ocean currents also influence the ice shelves that stabilise the Antarctic Ice Sheet. Nutrients exported from the Southern Ocean support 75% of marine productivity north of 30S, while the availability of iron and other trace elements regulates the productivity of Antarctic marine ecosystems. Antarctic sea ice influences the climate of the Earth, the global overturning circulation, ocean–ice shelf interaction, biogeochemical cycles, and provides unique habitat for the keystone species krill and many other organisms. Antarctic ice cores provide a unique long-term perspective on global environmental change, allowing recent and projected change to be placed in context.

Given the global reach of Antarctic and Southern Ocean processes, knowledge of how and why the region will change in the future is essential to provide an informed response to the challenges of a changing and variable climate. Indeed, the present generation of earth system models is recognised to have substantial biases in the region, limiting confidence in global model projections. These changes in Antarctica are occurring in concert with expanding human interest and activity in the region. The AAPP will provide the environmental and ecological understanding essential to sound stewardship of Antarctica and the Southern Ocean.

The AAPP will focus research on the Australian Antarctic Territory (AAT) and adjacent Southern Ocean, addressing priorities within the Australian Antarctic Science Strategic Plan and the Australian Antarctic Strategy and 20 Year Action Plan. It will build on achievements of the ACE CRC and its predecessors to tackle critical unknowns in Antarctic and Southern Ocean science, as identified by fora such as the Antarctic Treaty System, the SCAR Horizon Scan, and the IPCC Special Report on the Oceans and Cryosphere in a Changing Climate.

The geographical scope of the AAPP extends from the Antarctic continent to the Southern Ocean. The AAPP research strategy spans and integrates multiple disciplines to answer key questions in Antarctic science, including atmospheric science, oceanography, biogeochemistry, marine ecology and the study of sea ice, ice shelves, and ice cores. While the scope is broad, the AAPP science plan has been carefully targeted to invest resources where they will deliver the most impact, by filling key gaps and providing critical connections between disciplines and agencies.

Core partners of the AAPP are the Australian Antarctic Division (AAD), CSIRO, the University of Tasmania (UTAS), and the Bureau of Meteorology (BoM). Other partners include Geoscience Australia (GA), the Tasmanian State Government and Australia's Integrated Marine Observing System (IMOS). The AAPP will work closely with Antarctic scientists based at other research agencies and universities in Australia, and continue to enhance and expand collaboration with international research agencies.

Key activities of the AAPP will include:

- Quantification of climate variability and greenhouse gas forcing from the analysis of ice cores, including an unprecedented deep core extending the climate record back more than a million years, to a time when the frequency of glacial–interglacial cycles was very different to the more recent past.
- Investigation of ocean–ice shelf interactions and sea ice processes in previously inaccessible regions, using new remote sensing methods and multi-disciplinary voyages on Australia's new icebreaker RSV Nuyina.
- Assessment of the impacts of environmental changes, such as sea ice conditions, acidification and iron availability, on krill and krill-dependent marine ecosystems.
- Improvement of climate models, by identifying the causes of persistent biases in present models, such as inadequate representation of polar clouds, and developing new parameterisations to improve them.
- Efficient quantification of changes in climate, sea level, biogeochemical cycles and ecosystem health using innovative autonomous instruments and ship surveys to track physical and biogeochemical change in the Southern Ocean.
- Targeted delivery of research to decision-makers in government, industry and the community.

Project Outcomes

The outcomes of the AAPP will include:

- Delivery of high priority objectives of the Australian Antarctic Science Strategic Plan and outcomes of the Australian Antarctic Strategy and 20 Year Action Plan, through a targeted and well-integrated collaborative research program in the Australian Antarctic Territory and adjacent East Antarctic sector of the Southern Ocean.
- A vibrant Antarctic research community in Hobart, providing sustained support to both established experts and the next generation of researchers with grant funds directly employing a minimum of 221 FTE-years (over grant period).
- Establishment of an enduring multi-agency collaborative research effort to address recognised and emerging aspects of the importance of Antarctica and the Southern Ocean to Australia and the globe.
- Reinforcement of Australia's position as a global leader in Antarctic and Southern Ocean science, thereby further enhancing Australia's standing and influence in the Antarctic Treaty System and global policy forums.
- Contribute to a more effective and efficient national approach to the challenges of a changing climate, by providing Australian decision-makers in government, industry and the community with knowledge of how change in Antarctica and the Southern Ocean will affect Australia and the rest of the globe.
- Excellent science providing support for Australia's strategic influence in the region and for robust policy and management decisions conserving the unique values in Antarctica and the Southern Ocean in accordance with Australia's national interests in Antarctica.

In undertaking the Activity, the Grantee must comply with the requirements of the Grant Opportunity Guidelines (as in force from time-to-time).

You must notify us about events relating to the Project and provide an opportunity for the Minister or their representative to attend.

C Duration of the Grant

The Activity starts on 1/07/2019 and ends 160 days after the project end date (completion date).

Activity Schedule

The project starts on 1/07/2019 (project start date) and ends on 30/06/2029 (project end date).

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
001	Governance Structure Provide a governance structure. Details to include clarity and outline how members of the management committee will manage potential disputes between the direction of their organisation and the interests of the Australian Antarctic Program Partnership.	31/12/2019
002	Antarctica's influence on Climate and Sea Level Past and future connections between the Antarctic region and global climate. The AAPP will	30/06/2029

	<p>deliver new insights into linkages between the Australian Antarctic Territory (AAT) and the climate of Australia and the rest of the globe. Knowledge of past climate variability and change, combined with improved understanding of the dynamics of Antarctic ice shelves, of sea ice-ocean interaction and of clouds and aerosols over the Southern Ocean, will underpin more reliable projections of future climate and sea level rise. The research will enable Australia to more effectively manage the challenges of future climate variability and change.</p> <p>The milestone will be achieved using a three-pronged approach: analysis of ice cores to provide records of past climate and radiative forcing; investigation of the dynamics and vulnerability of East Antarctic ice shelves (which are located within the AAT); and identification and elimination of the source of persistent biases in climate models arising from inadequate representation of clouds and aerosols.</p> <p>Ice cores provide the most powerful tool we have to determine how the Earth's climate has varied in the past. AAD will drill a deep ice core in the interior of Antarctica between 2021 and 2026. The AAPP will contribute to the analysis of the ice core, which has the potential to provide a climate record extending back more than one million years. Shallow cores including those recently obtained from Antarctica by Australian and international collaborations will be used to provide a detailed climate history record and quantify feedbacks between climate and atmospheric chemistry and the carbon cycle over the last few thousand years with decadal resolution.</p> <p>Ice shelves buttress the Antarctic Ice Sheet, providing a force that resists the flow of ice from the continent to the ocean. Understanding the sensitivity of ice shelves to changes in the ocean, sea ice and atmosphere is therefore critical to assess the contribution from Antarctica to future sea level rise. The AAPP will deliver new insights into the processes that cause ice shelves to lose mass (iceberg calving and basal melt by the ocean) and their sensitivity to changes in climate forcing.</p>	
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	<p>Climate models have persistent biases in high southern latitudes. These biases reduce the skill of climate model projections not just in Antarctica but over the entire globe. Of particular importance are biases in the radiation budget arising from inadequate representation of cloud processes and aerosols over the Southern Ocean which impacts temperature at the surface and modelling of key climate processes. The AAPP will use observations from ships, aircraft and satellites to improve understanding of the unique cloud and aerosol properties in the pristine atmosphere at high southern latitudes. These insights will then be used to develop new parameterisations of clouds and aerosols for use in climate models, including the Australian Community Climate and Earth System Model (ACCESS).</p>	
003	<p>The Future of Antarctic Sea Ice Krill and Ecosystems</p> <p>Drivers of variability and change in Antarctic sea ice, krill and Southern Ocean ecosystems. The AAPP will deliver new understanding of the processes controlling variability and change in Antarctic sea ice and associated ecosystems. Changes in Antarctic sea ice influence many aspects of the Antarctic and Southern Ocean environment, with consequences that can have global impact, including the heat balance of the planet and the circulation of the global oceans. The drivers of change in Antarctic sea ice, however, remain poorly understood, including the cause of a recent shift from record-high to record-low sea ice extent. As a result, sea ice is not well represented in current earth system models and hence there is low confidence in projections of sea ice changes and their impact.</p> <p>Sea ice also provides critical habitat for krill, a keystone species of the Southern Ocean ecosystem, but the relationship between krill and sea ice remains poorly understood. The combination of low confidence in projected sea ice change and poor understanding of the coupling between sea ice and krill means that it is not yet possible to assess the consequences of climate change for krill and the broader Antarctic marine ecosystem. Furthermore, other environmental changes, including warming,</p>	30/06/2029

	<p>acidification and the altered supply of essential micro-nutrients, are also likely to impact Southern Ocean organisms and ecosystems. However, understanding of the response of ecosystems to the combined effect of multiple stressors remains poor.</p> <p>AAPP research will underpin more reliable projections of change in the AAT's sea ice zone and its impacts on climate, ice shelves and marine ecosystems, providing decision-makers with the knowledge needed to anticipate and respond to climate change.</p> <p>This milestone will be delivered using a combination of fieldwork, remote sensing, laboratory studies, and modelling. Broad-scale measurements of sea ice will be made during transits of sea ice areas by RSV Nuyina, with autonomous vehicles, and by satellite remote sensing. The RSV Nuyina will allow multi-disciplinary process studies to be carried out within the sea ice, targeting different sea ice regimes and seasons. Long-term records from satellites and proxy data will be used to assess sea ice change over multiple decades.</p> <p>The implications of changes in sea ice and other environmental factors (e.g. warming, acidification, nutrient supply) for marine ecosystems will be assessed using several related approaches. Multi-disciplinary voyages will provide simultaneous measurements of environmental and ecological variables to assess coupling of physical and biological processes. The unique krill aquarium at AAD and environmental manipulation facilities at UTAS will be used to quantify the response of phytoplankton, zooplankton and krill to multiple interacting stressors. Satellite remote sensing, including new LIDAR and multi-spectral sensors, will be used to scale up results from field programs and lab-based studies. The program will assess both direct impacts of environmental change on phytoplankton, sea ice algae, zooplankton and krill, and the indirect effects arising from changes in prey abundance and/or quality.</p>	
004	The Nature and impacts of Southern Ocean change	30/06/2029

	<p>Assessment of environmental change and impacts in the Australian sector of the Southern Ocean. The AAPP will determine how and why the physical and biogeochemical environment of the Southern Ocean adjacent to the AAT is changing and assess the impacts of change on climate, sea level, sea ice and marine ecosystems. The Southern Ocean influences climate by taking up and storing more anthropogenic heat and carbon dioxide than any other latitude band of the ocean. The Southern Ocean also influences the stability of the East Antarctic Ice Sheet, through ocean-driven melt of the buttressing ice shelves, and the productivity of marine ecosystems. An assessment of Southern Ocean change and its impacts is essential to deliver on the ASCI objective “to support research that aims to understand the role of the Antarctic region in the global climate system and the implications for marine ecosystems”.</p> <p>Delivery of this milestone is through an integrated program of physical and biogeochemical observations, modelling and synthesis aimed at understanding the drivers and impacts of change in the Southern Ocean. Knowledge of the impacts of change on interactions between the ocean and the cryosphere, atmosphere and biosphere will underpin research in the other themes.</p> <p>Changes in the physical environment of the Southern Ocean will be assessed by comparing new observations to past measurements. Models will be used to test hypotheses and assess the sensitivity to changes in forcing, as well as to make projections of future change. This effort will use a variety of observational platforms, including the Marine National Facility RV Investigator, the soon-to-be-commissioned Australian icebreaker RSV Nuyina, the Southern Ocean Time Series moored observatory supported by Australia’s Integrated Marine Observing System (IMOS), and autonomous underwater platforms. Measurements will quantify heat and CO2 uptake, the progress of ocean acidification (contributing to the commitment to UN Sustainable Development Goal 14) and the supply of iron, a key micro-nutrient that regulates the productivity of Southern Ocean ecosystems.</p>	
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	<p>The infrequent ship-board sampling will be complemented by investment in autonomous profiling floats that will provide year-round observations of the East Antarctic sector of the Southern Ocean, including novel biogeochemical sensors and new floats capable of profiling the full ocean depth. The profiling floats provide the only feasible means of tracking changes in the ocean inventory of heat and carbon over broad regions, an essential step to meet the ASCI objective to understand the role of the Antarctic region in the global climate system. Satellite remote sensing will provide additional spatial and temporal context for the less frequent and spatially sparse in-situ measurements, including exploitation of the upcoming Surface Water Ocean Topography (SWOT) satellite mission that will provide measurements of sea surface height on a broad swath for the first time, and advances in ocean biomass estimates from satellite LIDAR instruments. The observational work will be carried out in close collaboration with IMOS, an AAPP Partner. A hierarchy of numerical models, from ultra-high-resolution process models to global earth system models, will be used to assess the impacts of Southern Ocean change and the sensitivity of physical and biogeochemical processes to changes in climate.</p>	
005	<p>Two (2) yearly workplans</p> <p>As part of the Biennial Progress Report a detailed work plan for the forward two years of the project, including project budget is required. These forward work plans will be due by May 2021, May 2023, May 2025, and May 2027 to cover the ensuing two years.</p> <p>It will be important to ensure that these are guided by the Australian Antarctic Science Council – once it is in place. Evidence will be required on how AAPP have engaged with the Science Council in seeking guidance on forward work plans.</p> <p>Progress reports are to include additional level of in-kind FTE contributions to demonstrate the full extent that this project has on maintaining</p>	30/06/2029

	Antarctic science jobs in Hobart (eg 203 FTE-years anticipated).	
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D Payment of the Grant

The total amount of the Grant is \$50,000,000 (plus GST if applicable).

The Grant will be provided at up to 100.00 percent of Eligible Expenditure as defined in the grant opportunity guidelines subject to satisfactory progress towards milestones and availability of program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount	Expect payment date
Initial Payment	\$2,500,000.00	01 July 2019
Progress Payment	\$2,500,000.00	01 March 2020
Progress Payment	\$2,500,000.00	30 August 2020
Progress Payment	\$2,500,000.00	02 March 2021
Progress Payment	\$2,500,000.00	30 August 2021
Progress Payment	\$2,500,000.00	02 March 2022
Progress Payment	\$2,500,000.00	30 August 2022
Progress Payment	\$2,500,000.00	02 March 2023
Progress Payment	\$2,500,000.00	30 August 2023
Progress Payment	\$2,500,000.00	01 March 2024
Progress Payment	\$2,500,000.00	30 August 2024
Progress Payment	\$2,500,000.00	02 March 2025
Progress Payment	\$2,500,000.00	30 August 2025
Progress Payment	\$2,500,000.00	02 March 2026
Progress Payment	\$2,500,000.00	30 August 2026
Progress Payment	\$2,500,000.00	02 March 2027
Progress Payment	\$2,500,000.00	30 August 2027
Progress Payment	\$2,500,000.00	01 March 2028
Progress Payment	\$2,500,000.00	30 August 2028
Progress Payment	\$2,000,000.00	01 March 2029
Final Payment	\$500,000.00	29 June 2029
Total	\$50,000,000.00	

A final payment of one per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress Report	1/07/2019	31/12/2019	Evidence of progress	30/01/2020
Progress Report	1/01/2020	30/06/2020	Evidence of progress	30/07/2020
Progress Report	1/07/2020	31/12/2020	Evidence of progress	30/01/2021
Progress Report	1/01/2021	30/06/2021	Evidence of progress	30/07/2021
Biennial progress report	1/07/2019	30/06/2021	Independent Audit Report	30/07/2021
Progress Report	1/07/2021	31/12/2021	Evidence of progress	30/01/2022
Progress Report	1/01/2022	30/06/2022	Evidence of progress	30/07/2022
Progress Report	1/07/2022	31/12/2022	Evidence of progress	30/01/2023
Progress Report	1/01/2023	30/06/2023	Evidence of progress	30/07/2023
Biennial progress report	1/07/2021	30/06/2023	Evidence of progress	30/07/2023
Biennial progress report	1/07/2021	30/06/2023	Independent Audit Report	30/07/2023
Progress Report	1/07/2023	31/12/2023	Evidence of progress	30/01/2024
Progress Report	1/01/2024	30/06/2024	Evidence of progress	30/07/2024

Progress Report	1/07/2024	31/12/2024	Evidence of progress	30/01/2025
Progress Report	1/01/2025	30/06/2025	Evidence of progress	30/07/2025
Biennial progress report	1/07/2023	30/06/2025	Evidence of progress	30/07/2025
Biennial progress report	1/07/2023	30/06/2025	Independent Audit Report	30/07/2025
Progress Report	1/07/2025	31/12/2025	Evidence of progress	30/01/2026
Progress Report	1/01/2026	30/06/2026	Evidence of progress	30/07/2026
Progress Report	1/07/2026	31/12/2026	Evidence of progress	30/01/2027
Progress Report	1/01/2027	30/06/2027	Evidence of progress	30/07/2027
Biennial progress report	1/07/2025	30/06/2027	Evidence of progress	30/07/2027
Biennial progress report	1/07/2025	30/06/2027	Independent Audit Report	30/07/2027
Progress Report	1/07/2027	31/12/2027	Evidence of progress	30/01/2028
Progress Report	1/01/2028	30/06/2028	Evidence of progress	30/07/2028
Biennial progress report	1/07/2027	1/05/2029	Evidence of progress	30/05/2029
Biennial progress report	1/07/2027	1/05/2029	Independent Audit Report	30/05/2029
End of Project Report	1/07/2019	1/05/2029	Evidence of Completion	30/05/2029
End of Project Report	1/07/2019	1/05/2029	Independent Audit Report	30/05/2029

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

F Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mr Nigel Blundell
Position	Executive Director (Research)
Postal address	Office of Research Services University of Tasmania Building 1, 2nd Floor, 301 Sandy Bay Road Hobart TAS 7001
Physical address	Churchill Avenue Sandy Bay TAS 7005
Business hours telephone	61362267186
Mobile	61400992878
E-mail	research.funding@utas.edu.au

Commonwealth representative and address

Name of representative	Nicolas Carrin
Position	Assistant Manager
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	Industry House ACT
Business hours telephone	02 6213 7348
E-mail	

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G Activity Material

Not applicable

Supplementary Terms

ST1 Other Contributions

Not applicable

ST2 Activity Budget

ST2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the activity budget in the following table:

Head of expenditure				Financial year
				2019/20
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	
Eligible expenditure	Administration	\$259,829	\$259,829	
Eligible expenditure	Audit	\$0	\$0	
Eligible expenditure	Labour	\$2,621,846	\$2,621,846	
Eligible expenditure	Other eligible expenditure	\$683,387	\$683,387	
Eligible expenditure	Plant and equipment	\$1,100,000	\$1,100,000	
Eligible expenditure	Scientific Program Management	\$199,938	\$199,938	
Eligible expenditure	Travel and accommodation	\$135,000	\$135,000	
	Total	\$5,000,000	\$5,000,000	
				2020/21
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	
Eligible expenditure	Administration	\$265,025	\$265,025	
Eligible expenditure	Audit	\$30,000	\$30,000	
Eligible expenditure	Labour	\$3,030,695	\$3,030,695	
Eligible expenditure	Other eligible expenditure	\$727,643	\$727,643	
Eligible expenditure	Plant and equipment	\$605,000	\$605,000	
Eligible expenditure	Scientific Program Management	\$203,937	\$203,937	
Eligible expenditure	Travel and accommodation	\$137,700	\$137,700	
	Total	\$5,000,000	\$5,000,000	
				2021/22
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	

Eligible expenditure	Administration	\$270,326	\$270,326	
Eligible expenditure	Audit	\$0	\$0	
Eligible expenditure	Labour	\$2,983,292	\$2,983,292	
Eligible expenditure	Other eligible expenditure	\$962,894	\$962,894	
Eligible expenditure	Plant and equipment	\$455,000	\$455,000	
Eligible expenditure	Scientific Program Management	\$188,034	\$188,034	
Eligible expenditure	Travel and accommodation	\$140,454	\$140,454	
	Total	\$5,000,000	\$5,000,000	
				2022/23
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	
Eligible expenditure	Administration	\$275,732	\$275,732	
Eligible expenditure	Audit	\$31,212	\$31,212	
Eligible expenditure	Labour	\$2,871,457	\$2,871,457	
Eligible expenditure	Other eligible expenditure	\$1,031,541	\$1,031,541	
Eligible expenditure	Plant and equipment	\$455,000	\$455,000	
Eligible expenditure	Scientific Program Management	\$191,795	\$191,795	
Eligible expenditure	Travel and accommodation	\$143,263	\$143,263	
	Total	\$5,000,000	\$5,000,000	
				2023/24
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	
Eligible expenditure	Administration	\$281,247	\$281,247	
Eligible expenditure	Audit	\$0	\$0	
Eligible expenditure	Labour	\$3,068,945	\$3,068,945	
Eligible expenditure	Other eligible expenditure	\$853,050	\$853,050	
Eligible expenditure	Plant and equipment	\$455,000	\$455,000	

Eligible expenditure	Scientific Program Management	\$195,630	\$195,630	
Eligible expenditure	Travel and accommodation	\$146,128	\$146,128	
	Total	\$5,000,000	\$5,000,000	
				2024/25
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	
Eligible expenditure	Administration	\$286,872	\$286,872	
Eligible expenditure	Audit	\$32,473	\$32,473	
Eligible expenditure	Labour	\$3,314,468	\$3,314,468	
Eligible expenditure	Other eligible expenditure	\$862,593	\$862,593	
Eligible expenditure	Plant and equipment	\$155,000	\$155,000	
Eligible expenditure	Scientific Program Management	\$199,543	\$199,543	
Eligible expenditure	Travel and accommodation	\$149,051	\$149,051	
	Total	\$5,000,000	\$5,000,000	
				2025/26
Head of Expenditure	Cost Type	Eligible Cost	Project Cost	
Eligible expenditure	Administration	\$292,609	\$292,609	
Eligible expenditure	Audit	\$0	\$0	
Eligible expenditure	Labour	\$3,327,787	\$3,327,787	
Eligible expenditure	Other eligible expenditure	\$874,037	\$874,037	
Eligible expenditure	Plant and equipment	\$150,000	\$150,000	
Eligible expenditure	Scientific Program Management	\$203,534	\$203,534	
Eligible expenditure	Travel and accommodation	\$152,033	\$152,033	
	Total	\$5,000,000	\$5,000,000	
				2026/27

Head of Expenditure	Cost Type	Eligible Cost	Project Cost
Eligible expenditure	Administration	\$298,462	\$298,462
Eligible expenditure	Audit	\$33,785	\$33,785
Eligible expenditure	Labour	\$3,193,208	\$3,193,208
Eligible expenditure	Other eligible expenditure	\$961,868	\$961,868
Eligible expenditure	Plant and equipment	\$150,000	\$150,000
Eligible expenditure	Scientific Program Management	\$207,605	\$207,605
Eligible expenditure	Travel and accommodation	\$155,072	\$155,072
	Total	\$5,000,000	\$5,000,000

Head of Expenditure	Cost Type	Eligible Cost	Project Cost
Eligible expenditure	Administration	\$304,431	\$304,431
Eligible expenditure	Audit	\$0	\$0
Eligible expenditure	Labour	\$3,356,806	\$3,356,806
Eligible expenditure	Other eligible expenditure	\$818,833	\$818,833
Eligible expenditure	Plant and equipment	\$150,000	\$150,000
Eligible expenditure	Scientific Program Management	\$211,757	\$211,757
Eligible expenditure	Travel and accommodation	\$158,173	\$158,173
	Total	\$5,000,000	\$5,000,000

Head of Expenditure	Cost Type	Eligible Cost	Project Cost
Eligible expenditure	Administration	\$311,222	\$311,222
Eligible expenditure	Audit	\$35,150	\$35,150
Eligible expenditure	Labour	\$3,322,442	\$3,322,442
Eligible expenditure	Other eligible expenditure	\$803,856	\$803,856
Eligible expenditure	Plant and equipment	\$150,000	\$150,000

2027/28

2028/29

Eligible expenditure	Scientific Program Management	\$215,992	\$215,992	
Eligible expenditure	Travel and accommodation	\$161,338	\$161,338	
	Total	\$5,000,000	\$5,000,000	
				Total
Head of expenditure	Cost type	Eligible cost	Project cost	
Eligible expenditure	Administration	\$2,845,755	\$2,845,755	
Eligible expenditure	Audit	\$162,620	\$162,620	
Eligible expenditure	Labour	\$31,090,946	\$31,090,946	
Eligible expenditure	Other eligible expenditure	\$8,579,702	\$8,579,702	
Eligible expenditure	Plant and equipment	\$3,825,000	\$3,825,000	
Eligible expenditure	Scientific Program Management	\$2,017,765	\$2,017,765	
Eligible expenditure	Travel and accommodation	\$1,478,212	\$1,478,212	
	Total	\$50,000,000	\$50,000,000	

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.2 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

Annual Capped Amounts

Financial year	Annual capped amount (GST excl)
2019/20	\$5,000,000
2020/21	\$5,000,000
2021/22	\$5,000,000
2022/23	\$5,000,000
2023/24	\$5,000,000
2024/25	\$5,000,000
2025/26	\$5,000,000
2026/27	\$5,000,000

2027/28	\$5,000,000
2028/29	\$5,000,000
Total	\$50,000,000

ST2.3 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.2.

ST2.4 In accordance with the activity budget under clause ST2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.7.

ST2.5 Subject to this clause, the Grantee 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 the Grantee to be in breach of any of its obligations under this Agreement.

ST2.6 The Grantee must give the Commonwealth:

- (a) With each biennial progress report; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised activity budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.7 The Commonwealth may, at its discretion, approve or reject a revised activity budget provided under clause ST2.6 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.8 If a revised activity budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the activity budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

ST3 Intellectual property in Activity Material

ST3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

ST3.2 The Grantee agrees to provide the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

ST3.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with ST3.2) will not infringe any third party's Intellectual Property Rights.

ST3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant

Details, to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

ST4 Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) 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.

ST4.2 The Auditor-General and any information officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

ST5 Equipment and assets

ST5.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) Not applicable

ST5.2 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant (**Asset**).

ST5.3 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.4 The Grantee agrees to maintain a register of all Assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
<i>reference</i>	<i>description</i>	<i>amount</i>	<i>amount</i>	<i>amount</i>	<i>amount</i>

ST6 Specified personnel

Not applicable

ST7 Relevant qualifications, checks, licences or skills

Not applicable

ST8 Commonwealth material

Not applicable

ST9 Jurisdiction

ST9.1 This Agreement is governed by the law of the Australian Capital Territory.

ST10 Grantee trustee of trust (if applicable)

ST10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

ST10.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

ST11 Fraud

ST11.1 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.

ST11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST11.3 If the Grantee becomes 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 it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST11.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST11.6 This clause survives the termination or expiry of the Agreement.

ST12 Step-in rights

Not applicable

ST13 Grant administrator

Not applicable

ST14 Management Adviser

Not applicable

ST15 Indemnities

ST15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST15.2 The Grantee's 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.

ST16 Compliance with legislation

ST16.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

ST16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST16.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST16.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with individuals under the age of 18 years, including all necessary Working With Children Checks
- (b) National Principles for Child Safe Organisations, which have been accepted in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>)

ST17 Work health and safety

ST17.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST17.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST17.1.

ST17.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

ST18 Transition

ST18.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

ST18.2 The assistance to be provided under clause ST18.1 may include, amongst other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
 - (i) Activity Material specified in the Grant Details;
 - (ii) Assets purchased with the Grant; and
 - (iii) Records maintained under clause 12.1;
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- (h) any other matter specified in the Grant Details.

ST18.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

ST19 Corporate Governance

ST19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

ST20 Counterparts

ST20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee 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, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 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 Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement
- (b) the Grantee is 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 this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

4. Notices

4.1 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.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

5.1 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.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees 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 first consulting the Commonwealth.

8.4 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.

9. Taxes, duties and government charges

9.1 The Grantee agrees 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.

9.2 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.

- 9.3 The Parties acknowledge and agree that they each:
- (a) are registered for GST purposes;
 - (b) have quoted their Australian Business Number to the other; and
 - (c) must notify the other of any changes to the matters covered by this clause.
- 9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoices for any taxable supplies it makes under this Agreement.
- 9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.
- 9.6 If the Grantee is not, or not required to be, registered for GST, then:
- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
 - (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

- 10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2 Within 90 days after the Project End Date, and at least every 24 months during the term of the Agreement, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.
- 10.3 The reports under clause 10.2 must be audited by:
- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
 - (b) a certified Practising Accountant; or
 - (c) a member of the Institute of Public Accountants; or
 - (d) a member of Chartered Accountants Australia and New Zealand;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

11. Repayment

- 11.1 If any amount of the Grant:
- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity
- then the Commonwealth may, by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
 - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.
- 11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:
- (a) the Grantee must do so within the time period specified in the notice;

- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (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 the Grantee's 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 Grantee's obligations under this clause;

- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees 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.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's 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; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

18. Dispute resolution

18.1 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.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

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

18.4 Failing settlement by negotiation in accordance with clause 18.1, 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.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any independent third person engaged under clause 18.4.

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

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's 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 the 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.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does 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 the Grantee is 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 this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies 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 the Grantee to recommence performing the Activity; or

- (b) fails 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 the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 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 the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the 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.

20.3 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 the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

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

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

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

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

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

21. Survival

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

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST15 (Confidentiality); and
- any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee 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, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth Standard Grant Conditions** means this document.
- **Commonwealth Purposes** includes the following:
 - the Commonwealth verifying and assessing funding proposals, including a grant 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;
 - 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.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned on that money.
- **Grantee** means the legal entity other than the Commonwealth specified in the 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.
- **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* (Cth)).
- **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.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science.

Name	Annie Ryan
Position	General Manager
Date	27/03/2019

Grantee

Full legal name of the Grantee	UNIVERSITY OF TASMANIA 30764374782
Name of Authorised Representative	Rufus Black
Date	27/03/2019

Schedule 2 Reporting requirements

Appendix 1

Antarctic Science Collaboration Project - progress report requirements

You will need to provide the following information in your standard progress reports. The Commonwealth reserves the right to amend or adjust the requirements. Every two years you will be required to submit a biennial progress report that will seek more detailed information relating to the progress of your projects against agreed KPIs and require an independent audit report as an attachment (see Appendix 2).

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date.

Project expenditure

Provide the following information about your eligible project expenditure (this will be requested in table format).

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred to date?
- b. What is the eligible expenditure you have incurred in this reporting period?
- c. What is the estimated eligible expenditure for the next reporting period?
- d. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- e. What is the estimated total eligible expenditure for future financial years?
- f. What is the estimated total eligible expenditure for the project?
- g. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- h. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

Attachments

- i. Attach any agreed evidence required with this report to demonstrate project progress.
- j. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 2

Antarctic Science Collaboration Project - biennial progress report requirements

You will need to provide additional information in your biennial progress reports (see below). The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- a. Outline the project outcomes achieved to date.
- b. Provide details of project KPIs and the extent to which these have been delivered in the past two years.

Indicator	Question
1. Research capability – human resources	<p>Over the past two years:</p> <ul style="list-style-type: none"> How many jobs that enable Hobart-based Antarctic research have been created as a result of ASCI funding?

	<ul style="list-style-type: none"> • How many of these jobs are Hobart-based? • How many of these jobs are based at sea or in Antarctica? • How many early / mid / senior career researchers' positions have been supported through ASCI funding?
<p>2. Research activities</p>	<p>Over the past two years:</p> <ul style="list-style-type: none"> • What research activities has ASCI funded? Please provide details. • How do these research activities align with the 10 year investment proposal? • Please provide citation details of all publications resulting from the contribution of ASCI funding from the past two years. This includes collaborative works whereby ASCI-funded researchers, equipment, or infrastructure were utilised. • Where and how many times have these articles been cited? For example, the press, media, academic journals, etc
<p>3. Extent and nature of collaboration</p>	<p>Over the past two years:</p> <ul style="list-style-type: none"> • How many and what type of collaborative relationships have been formed or maintained as a result of ASCI funded activities? • Please provide details regarding with whom these collaborative relationships exist, the nature of the collaborative relationships, and what each entity contributes to the relationship.

Project expenditure

Provide the following information about your eligible project expenditure (this will be requested in table format).

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred to date?
- b. What is the eligible expenditure you have incurred in this reporting period?
- c. What is the estimated eligible expenditure for the next reporting period?
- d. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?

- e. What is the estimated total eligible expenditure for future financial years?
- f. What is the estimated total eligible expenditure for the project?
- g. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- h. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach a detailed work plan for the next two years of the project, including project budget
- c. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 3

Antarctic Science Collaboration Initiative - end of project report requirements

You will need to provide the following information in your report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. Provide details of project KPIs and the extent to which these were delivered.

Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Is there any other information you wish to provide about your project?

If yes, provide details.

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred for each eligible expenditure item below. These categories align with the budget you provided in your application.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- Direct labour costs
- Contract expenditure
- Domestic travel
- Research costs
- Communication and promotion
- Staff training
- Audit costs
- Other costs
- Total project

- b. Provide any comments you may have to clarify any figures.

- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

Project funding

- a. Provide details of all cash contributions to your project. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 4

Antarctic Science Collaboration Initiative - independent audit report requirements

A template and related guidance for this report will be available on [business.gov.au](#) and [GrantsConnect](#).