GRANTS MADE UNDER PART 2-3 ITEM 7 OF THE TABLE IN SUBSECTION 41-10(1)) OF THE HIGHER EDUCATION SUPPORT ACT, 2003 (HESA) TO SUPPORT RESEARCH BY, AND THE RESEARCH CAPABILITY OF, HIGHER EDUCATION PROVIDERS

THE SUSTAINABLE RESEARCH EXCELLENCE SCHEME

ANNEXURE TO

APPROVAL UNDER SECTION 41-20 OF GRANTS TO ELIGIBLE HIGHER EDUCATION PROVIDERS

DETERMINATION UNDER SUBPARAGRAPH 41-25(b)(i) OF CONDITIONS ON WHICH THE GRANTS ARE MADE

AND

DETERMINATION UNDER PARAGRAPH 41-30(b) OF THE AMOUNT OF THE GRANTS

PART A OF ANNEXURE: DETAILS OF GRANTS

PART B OF ANNEXURE: CONDITIONS OF GRANTS

December 2009
PART A OF ANNEXURE: DETAILS OF GRANT

1. The recipients are Higher Education Providers (HEPs), as listed in Table A or Table B in section 16-15 or section 16-20 of HESA (the Act).

2. Year
   2.1. The year in respect of which the Grants are made is 2010.
   2.2. The Grants are made under a program known as the Sustainable Research Excellence Scheme (“SRE”), as specified in chapter 1 of the Other Grants Guidelines (Research) 2009 (made under section 238-10 of the Act).

3. Grant Amounts
   3.1. The SRE grant amounts for the HEPs consist of up to four components for each HEP as specified in the following table:

<table>
<thead>
<tr>
<th></th>
<th>SRE Base</th>
<th>SRE Threshold 1</th>
<th>SRE Threshold 2</th>
<th>SRE Implementation (2010 only)</th>
<th>SRE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSW</td>
<td></td>
<td></td>
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<tr>
<td>Charles Sturt University</td>
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<td>University of New South Wales</td>
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<td>$958,097</td>
<td>$474,258</td>
<td>$1,985,002</td>
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<td>$349,072</td>
<td>$333,086</td>
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<td>University of Western Sydney</td>
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<td>$251,818</td>
<td>$989,232</td>
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<td>$5,670,421</td>
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<tr>
<td>Deakin University</td>
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<td>$251,818</td>
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<td>2008</td>
<td>2009</td>
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<td>----------------------------------------------------------------------------</td>
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<td><strong>Total</strong></td>
<td><strong>$368,978</strong></td>
<td><strong>$251,818</strong></td>
<td><strong>1,000,130</strong></td>
<td><strong>494,260</strong></td>
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<td>NT</td>
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<td>The Australian National University</td>
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<td>Other</td>
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<td><strong>Total</strong></td>
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<td><strong>$63,233</strong></td>
<td>$0</td>
<td><strong>$212,823</strong></td>
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<tr>
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<td><strong>Total</strong></td>
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<td><strong>$8,450,000</strong></td>
<td><strong>$43,550,000</strong></td>
<td><strong>$20,000,000</strong></td>
</tr>
</tbody>
</table>

**Reporting**

4.1 The items specified in the table below are required in the form and by the dates specified in the table, and must be delivered to:

Manager
Funding and Data
Research Funding and Policy Branch
Department of Innovation, Industry, Science & Research
GPO Box 9839,
Canberra ACT 2601

Details concerning the “Request for Rollover of Unspent Grant Amount” (including a proforma that the Recipient may use for making a request under clause 2.3 of Part B of this Annexure) and the Higher Education Research Data Collection (“HERDC”) requirements may be found via the following URL: [http://www.innovation.gov.au/ScienceAndResearch/programs_funding/Pages/About_RBG.aspx](http://www.innovation.gov.au/ScienceAndResearch/programs_funding/Pages/About_RBG.aspx)

<table>
<thead>
<tr>
<th>Description</th>
<th>Form</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Rollover of Unspent 2009 Grant Amount $^1$</td>
<td>Electronic Submission $^2$</td>
<td>30 June 2010 (unless otherwise advised by the department)</td>
</tr>
<tr>
<td>HERDC Research Income Return-Return 1 $^3$</td>
<td>Electronic Submission $^2$</td>
<td>30 June 2010</td>
</tr>
<tr>
<td>HERDC Research Publications Return-Return 2 $^3$</td>
<td>Electronic Submission $^2$</td>
<td>30 June 2010</td>
</tr>
<tr>
<td>HERDC Audit Certificate</td>
<td>Hard Copy</td>
<td></td>
</tr>
<tr>
<td>HERDC Vice-Chancellor’s Certification Statement</td>
<td>Hard Copy</td>
<td></td>
</tr>
<tr>
<td>Transparent Costing Data Return $^4$</td>
<td>Electronic Submission $^2$</td>
<td>30 June 2010(unless otherwise advised by the department)</td>
</tr>
<tr>
<td>Transparent Costing Vice Chancellor’s Certification $^4$</td>
<td>Hard Copy</td>
<td></td>
</tr>
<tr>
<td>Excellence in Research for Australia (ERA) Data returns. $^4$</td>
<td>As specified by the Australian Research Council</td>
<td>As specified by the Australian Research Council</td>
</tr>
</tbody>
</table>

Notes:
1. Refer also to clause 2.3 of part B of this Annexure.
2. To be made in accordance with details notified by the Department from time to time.
3. This item is a “Report” for the purposes of part B of this Annexure.
4. Only required if a HEP commits to Transparent Costing to become eligible for the Threshold 1 and Threshold 2 elements of SRE as defined in the Other Grants Guidelines (Research) 2009.
PART B OF ANNEXURE: CONDITIONS OF GRANT

MEANING OF WORDS

In this part B of the Annexure:

“Act” means the *Higher Education Support Act 2003*;

“Annexure” means the annexure to the Minister’s determination referred to in clause 1.3, of which the Conditions of Grant comprise Part B;

“Auditor-General” means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

“Australian Competitive Grant Research” means research funded by schemes listed on the Australian Competitive Grants Register, administered by the Department;

“Commonwealth Material” means any Material provided to the Recipient by the Commonwealth of Australia

“Conditions of Grant” means these conditions of grant;

“Department” or “DIISR” means the Commonwealth Department of Innovation, Industry, Science and Research;

“Grant” means any grant referred to in Part A;

“Grant Amount” in relation to any particular Grant, means the amount specified in item 3.1 of Part A for that Grant;

“Guidelines” means the Department’s Other Grants Guidelines (Research) 2009, made under section 238-10 of the Act;

“Higher Education Provider” has the same meaning as it does in the Act;

“Intellectual Property Rights” or “IPRs” means all intellectual property rights, including:

(a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;

(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered;

“Material” includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“Minister” means the Commonwealth Minister for Innovation, Industry, Science and Research;

“Moral Rights” means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work,
and the right not to have authorship of a work falsely attributed, as defined in the Copyright Act 1968 (Cth);

“Part A” means Part A of the Annexure;

“Personal information” has the same meaning as it does in the Privacy Act;

“Pre-existing Material” means Material owned or created by a party independent of the research or work conducted under receipt of a Grant;

“Privacy Act” means the Privacy Act 1988;

“Program” means any program specified in item 2.2 of Part A;

“Recipient” means the party specified in item 1 of Part A;

“Report” means any item designated as a “Report” to be provided in item 4.1 of Part A;

“Secretary” means the Secretary of the Department;

“Third-party IPRs” means the IPRs in any Third-party Material;

“Third-party Material” means any Material owned by a third party that is:
(a) included, embodied in or attached to the Agreement Material; or
(b) used in undertaking the Project.; and

“Year” means the year specified in item 2.1 of Part A.
1. **PREAMBLE**

1.1. Under Division 41 of the Act, the Commonwealth may make grants to the higher education provider referred to in item 1 of Part A.

1.2. Under subparagraph 41-25(b)(i) of the Act, where the Other Grant Guidelines (Research) 2009 (which are defined in section 41-5 of the Act) do not specify conditions that apply to a grant, the grant is made on such conditions as are determined in writing by the Minister (or the Minister’s delegate)

1.3. The Minister (or the Minister’s delegate) has determined that these Conditions of Grant are the conditions on which the Grants are made to the Recipient.

1.4. The Recipient acknowledges that:

   1.4.1. the SRE Grant Amount is determined by the Minister (or the Minister’s delegate) using the method described in the document entitled: “The Process for Determining Sustainable Research Excellence (SRE) Grant Amounts”, a copy of which may be found by following the links for each program at: [http://www.innovation.gov.au/ScienceAndResearch/programs_funding/Pages/SustainableResearchExcellence(SRE).aspx](http://www.innovation.gov.au/ScienceAndResearch/programs_funding/Pages/SustainableResearchExcellence(SRE).aspx)

**CONDITIONS OF GRANT**

2. **THE GRANTS**

2.1. Each Grant is made in respect of the Year, and must be spent in accordance with these Conditions of Grant and the objectives of the Program under which it is made, as specified in the Guidelines.

   2.1.1. Payments will be made by instalments in the manner and at the times determined by the Minister and the Secretary (or their delegate), respectively, under subsections 164-5(1) and (2) of the Act.

**Sustainable Research Excellence Scheme (SRE)**

2.1.2. The SRE Grant is made to support the Recipient’s Australian Competitive Grant Research. The Recipient has discretion in the way it spends its SRE Grant. The SRE Grant may be used to fund any activity related to the indirect costs of Australian Competitive Grant Research.

**Rollover of Unspent Grant Amounts**

2.2. If the Recipient fails to spend an amount of a Grant (the “**Unspent Amount**”), the Recipient may request in writing to the Secretary, or the person specified in item 4.1 of Part A, in accordance with requirements for the “Request for Rollover of Unspent Grant Amount” specified in item 4.1 of Part A, that the Secretary:

   2.2.1. determine under paragraph 41-40(1)(b) of the Act that section 41-40 of the Act applies to the Recipient in respect of the Grant;

   2.2.2. specify under subsection 41-40(1) of the Act a part of the Unspent Amount that is taken to be granted to the Recipient under Part 2-3 of
the Act in respect of the year next following the Year (the “Rollover Grant”); and

2.2.3. determine under paragraph 41-40(3)(b) such other conditions under which the Rollover Grant is taken to be made.

2.3. The Recipient must not spend any of the Unspent Amount for any purpose without first receiving written notice from the Secretary (or a delegate of the Secretary) giving details of the Secretary’s determinations and specification referred to in clauses 2.3.1 to 2.3.3, above.

2.4. The Recipient must:

2.4.1. notify the Minister (or the Minister’s delegate) in writing of any event that may significantly affect the Recipient’s capacity to meet these Conditions of Grant; and

2.4.2. provide the Minister (in the form required by the Minister and at such times specified by the Minister) with such other information that the Minister by notice in writing requires from the Recipient in respect of the Grant or compliance by the Recipient with these Conditions of Grant.

3. REPORTING

3.1. The Recipient must provide DIISR with the Reports and other information in accordance with the requirements specified in item 4.1 of Part A.

3.2. If requested in writing by the Commonwealth, the Recipient will provide the Commonwealth with access to review Material at the Recipient's premises.


The Recipient can include additional information on the Project in Reports at the Recipient's discretion.

4. DISSEMINATION

4.1. The Commonwealth reserves the right to publicise the award of any Grant to the Recipient and information about any aspect of these Conditions of Grant at any time, in such manner and to such parties as it sees fit.

5. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

5.1. The Recipient must acknowledge the contribution made by the Commonwealth to all projects, having a value greater than $5 million and funded from the SRE Grant, in all related promotional material. In particular, the Recipient should ensure that:

5.1.1. the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
5.1.2. any formal statement issued in relation to any aspect of the project, including speeches, media releases, brochures, should make reference to the Commonwealth contribution;

5.1.3. any signs and plaques erected in association with a project must acknowledge the Commonwealth’s assistance; and

5.1.4. where an official opening or launch is proposed for a project the Commonwealth Minister is to be invited to attend or to send a representative.

6. DISCLOSURE OF INFORMATION

6.1. DIISR gives no undertaking to keep confidential the Conditions of Grant or any information contained in the Reports.

7. INDEMNITY

7.1. The Recipient must indemnify the Commonwealth against any:

7.1.1. loss or liability incurred by the Commonwealth;

7.1.2. loss of or damage to Commonwealth property; or

7.1.3. loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth;

arising from:

7.1.4. any act or omission by the Recipient, or any of the Recipient’s employees, agents, or subcontractors in connection with these Conditions of Grant, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;

7.1.5. any breach by the Recipient or any of the Recipient’s employees, agents, or subcontractors of obligations or warranties under these Conditions of Grant;

7.1.6. any use or disclosure by the Recipient, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with these Conditions of Grant; or

7.1.7. the use by the Commonwealth of the Reports, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights, as defined in the Copyright Act 1968) in the Reports.

7.2. The Recipient’s liability to indemnify the Commonwealth will be reduced proportionally to the extent that any fault on the part of the Commonwealth contributed to the relevant loss, damage, expense, or liability.

7.3. The Commonwealth’s right to be indemnified is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
7.4. In this clause 7, “fault” means any negligent or unlawful act or omission or wilful misconduct.

8. ACCESS TO PREMISES AND RECORDS

8.1. The Recipient must at all reasonable times give:

8.1.1. the Auditor-General;

8.1.2. the Privacy Commissioner (meaning the Office of the Privacy Commissioner, established under the Privacy Act, including any other entity that may, from time to time, perform the functions of that Office);

8.1.3. the person occupying the position of General Manager, Research Policy & Funding Branch in DIISR;

8.1.4. or any person authorised in writing by the Secretary:

(i) reasonable access to:

A. the Recipient’s employees;
B. premises occupied by the Recipient;
C. Material; and

(ii) reasonable assistance to:

A. locate and inspect Material;
B. make copies of Material and remove those copies, relevant to any Grant.

8.2. The rights referred to in clause 8.1 are subject to:

8.2.1. the provision of reasonable prior notice to the Recipient; and

8.2.2. the Recipient’s reasonable security procedures.

8.3. If a matter is being investigated which, in the opinion of any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 8.2.1 will not apply.

8.4. The requirement for access specified in clause 8.1 does not in any way reduce the Recipient’s responsibility to perform its obligations under these Conditions of Grant.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Pre-existing Material and Third Party Material

The ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material is not affected by the provisions of this clause 9.
9.2 Third Party Material
The Recipient must obtain all necessary Intellectual Property Rights or Moral Rights permissions before making any Third Party Material available for use and/or exploitation.

9.3 Intellectual Property Rights in Material
(a) All Intellectual Property Rights in Material created by the Recipient as a result of a Grant vest in the Recipient on creation.

(b) Unless otherwise specified to the extent that:
   (i) the Commonwealth needs to use any of the Reports, the Recipient grants to, or must arrange for the grant to, the Commonwealth a permanent world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate:
      (A) the Report; and
      (B) Material provided by the Recipient, to the extent that such Material is included in, forms part of, or is attached to a Report; or
   (ii) the Recipient needs to use any of the Commonwealth Material for the purpose of performing research or work pursuant to the receipt of a Grant, the Commonwealth grants to the Recipient, and any direction by the Commonwealth, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Commonwealth Material solely for the purpose of undertaking the Project.

(c) The licence granted to the Commonwealth under clause 9(b)(i) does not include a right to exploit the Pre-existing Material or Third Party Material for commercial purposes.

(d) The Recipient must not provide to the Commonwealth, in connection with the receipt of a Grant, any Material (including in Reports) which it considers:
   (i) to be confidential; or
   (ii) the disclosure of which would jeopardise the Recipient's ability to obtain registrable Intellectual Property Rights in respect of any Pre-existing Material or Material created by way of a Grant.

(e) Despite clause 9.3(d), if requested in writing by the Commonwealth, the Recipient will provide the Commonwealth with access to review the Material described in clause 9.3(d)(i) or 9.3(d)(ii) at the Recipient's premises.

9.4 The Recipient agrees that the Commonwealth may disclose the contents of Reports to third parties.

9.5 The Recipient warrants that it:
9.5.1 is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Reports (including Third-party IPRs) in accordance with this clause 9; and

9.5.2 will obtain valid written consents from all authors (including any authorised subcontractors under these Conditions of Grant) involved in creating Reports and Third-party Material so that the Commonwealth’s use of the Reports or Third-party Material in any way will not infringe any author’s moral rights under the Copyright Act 1968.

10. COMPLIANCE WITH LAWS AND POLICIES

10.1. The Recipient must:

10.1.1. comply with the “Information Privacy Principles” (as defined in the Privacy Act) when doing any act or engaging in any practice in relation to personal information for the purposes of these Conditions of Grant as if the Recipient were an agency as defined in the Privacy Act; and

10.1.2. deal with personal information received, created or held by the Recipient for the purposes of these Conditions of Grant only to fulfil its obligations under these Conditions of Grant; and

10.1.3. ensure that any contractor engaged by the Recipient to perform any of the Recipient’s obligations under these Conditions of Grant are contractually bound to comply with the Information Privacy Principles.

10.2. The Recipient acknowledges that where it is required to give information to DIISR, giving false or misleading information is a serious offence under the Criminal Code.