

**Macquarie University**  
**ARC DISCOVERY PROJECT 2007**  
**Arrangements for the Management of the Project between the Administering**  
**Organisation and each Collaborating Organisation**

|  |                             |
|--|-----------------------------|
| <b>ARC Project ID Number</b>             | DP07xxxxx                   |
| <b>Project</b>                           | " <i>Title of Project</i> " |
| <b>ARC Funds</b>                         | \$                          |
| <b>Administering Organisation</b>        | Macquarie University        |
| <b>1<sup>st</sup> Chief Investigator</b> | Name of Macquarie First CI  |
| <b>Collaborating Organisation(s)</b>     |                             |

***Background***

The Australian Research Council (the **ARC**) require that the Project may not begin, nor Project funds be expended, until the Administering Organisation and each Collaborating Organisation (the **Parties**) have entered into a written agreement. The agreement must cover the roles of the Collaborating Organisations in the Project including (a) the contributions of the Collaborating Organisations; (b) intellectual property arrangements; and (c) an undertaking from each Collaborating Organisation to abide by the terms of the funding agreement between the ARC and the Administering Organisation regarding funding for Discovery projects to commence in 2007 (the **Funding Agreement**).

***Interpretation***

The Parties agree that unless otherwise defined herein, all capitalised expressions used in this Agreement shall have the same meanings as those contained in the Funding Agreement.

***Agreement***

The Parties agree as follows:

1. that each of the Collaborating Organisations undertakes to abide to the appropriate clauses of the Funding Agreement as if references to the "Administering Organisation" contained in the Funding Agreement were references to the "Collaborating Organisation" and to use its best endeavours to assist the Administering Organisation in complying with the terms of the Funding Agreement;
2. to conduct and manage the Project at all times in accordance with the Funding Rules, Funding Agreement and Special Conditions;
3. to undertake the Project in accordance with the objectives set out in the Proposal Description, and to contribute the resources to the Project as set out in the Approved Proposal (although changes to the research program may be made by mutual agreement between the Chief Investigators and Partner Investigators subject to approval of the ARC);
4. that the Funds shall be expended in accordance with the research plan outlined in the Project Budget and any Special Conditions, subject to any change agreed in writing between the Parties and approved by the ARC (where applicable);
5. that the Funding shall be expended at each institution in the amount listed below. The Administering Organisation agrees to transfer funding to each Collaborating Organisation as listed below; the 2007 allocation being paid immediately upon completion of this Agreement and receipt of a suitable invoice, and the 2008 and 2009 allocations being paid on or before 31 March each year.

| <b>Collaborating Organisation</b> | <b>2007</b> | <b>2008</b> | <b>2009</b> |
|-----------------------------------|-------------|-------------|-------------|
|                                   | \$#         | \$#         | \$#         |
|                                   | \$#         | \$#         | \$#         |
| <b>Administering Organisation</b> | \$#         | \$#         | \$#         |
| <b>Total ARC Grant</b>            | \$#         | \$#         | \$#         |

Note:

- ARC Grant 2008 and 2009 – indicative amounts only.
- Transfer of funds is conditional upon receipt of the Funding from the ARC by the Administering Organisation.

6. that the payments of salaries for ARC Fellows, where applicable, shall be made in accordance with the Funding Rules, Special Conditions and the human resources policy of the employing organisation;
7. that each Collaborating Organisation will provide a financial acquittance, addressed to the Macquarie University Research Office, at the end of each year for the period of the Project, to enable the Administering Organisation to meet the conditions for reporting and financial management of the Project as set out in the Funding Agreement and Funding Rules;
8. that Intellectual Property associated with the Project shall be managed in accordance with the National Guidelines for Intellectual Property Management for Publicly Funded Research and the Intellectual Property policies of the institutions. All Parties are committed to appropriate recognition of contributions to invention and exploitation of Intellectual Property for the benefit of the Australian community;
9. that if a Chief Investigator or Partner Investigator becomes aware of any commercially valuable Intellectual Property being developed during the course of the Project, that party shall notify the other parties in writing (marked confidential) as soon as possible. The Parties also agree to decide jointly on what, if any, measures should be taken to protect this Intellectual Property and what options are available for commercialisation of this Intellectual Property. A specific agreement must be reached between the relevant parties on protection, commercialisation and Intellectual Property rights in regard to such Intellectual Property developed during the course of the Project. No Party shall publish Project Material with potential commercial value without the prior written approval of the other Parties.
10. Each Collaborating Organisation will comply with any reasonable request by the Administering Organisation to provide information necessary to allow the Administering Organisation to comply with reporting and financial management requirements under the Funding Agreement.
11. The Parties do not make or have not made any warranties regarding the Project Intellectual Property. All such warranties including those of merchantability or fitness for a particular purpose are excluded to the maximum extent allowed by the law. Subject to the foregoing and to the full extent lawful no Party has any liability to the others in respect of its participation in the Project. Where a Party's liability cannot be excluded it is limited to remaking its contributions to and re-participating in the Project or, at its election, paying the cost of the same.
12. The Administering Organisation may terminate this Agreement upon the following events:

- a) immediately on the bankruptcy liquidation or insolvency or change in ownership of the other Party/ies which could reasonably be expected to affect the capacity of that Party to perform its obligations under this Agreement; or
- b) failure by any of the other Parties to perform its obligations under this Agreement within 30 days of receiving written notice from the Administering Organisation specifying the default and requiring that default be remedied; or
- c) termination of the Project pursuant to the Funding Agreement.

Termination of this Agreement for any reason shall be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.

13. This agreement may be signed in any number of counterparts which together shall constitute the complete agreement.

***Agreed to by the following parties:***

| <b>Institution</b>   | <b>Authorised Signature of Chief Investigator</b> | <b>Name and Signature of Authorised Signatory (DVC Research or delegate)</b> | <b>Date</b> |
|----------------------|---|--|-------------|
| Macquarie University | Name  | Professor J A Piper, DVC (Research)  |             |
|                      |   | Authorised Signatory   |             |
|                      |   | Authorised Signatory   |             |
|                      |   | Authorised Signatory   |             |