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

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 2010

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PART A OF ANNEXURE: DETAILS OF GRANT

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

2. Year

2.1 The year in respect of which the Grants are made is 2011.

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) 2010 (made under section 238-10 of the Act).

3. Grant Amounts

3.1 The SRE Grant Amounts for the HEPs consist of up to three components for each HEP; SRE Base, SRE Threshold 1; and SRE Threshold 2.

3.2 The SRE Grant Amounts for SRE Base and SRE Threshold 1 are specified in the following table. The SRE Threshold 2 Grant Amounts will be finalised after Compacts discussions are completed and HEPs will be notified of the amounts in writing at that time.

<table>
<thead>
<tr>
<th></th>
<th>SRE Base</th>
<th>SRE Threshold 1 (T1)</th>
<th>SRE Threshold 2 (T2)</th>
<th>Total (SRE Base + T1)</th>
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</thead>
<tbody>
<tr>
<td>NSW</td>
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<td>$608,846</td>
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<td>$3,588,012</td>
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<td>$637,666</td>
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<tr>
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<td>Deakin University</td>
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<td>La Trobe University</td>
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<td>$0</td>
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<td>Monash University</td>
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<td>SRE Base</td>
<td>SRE Threshold 1 (T1)</td>
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<td>Total (SRE Base + T1)</td>
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<tr>
<td>----------------</td>
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<td><strong>QLD</strong></td>
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<td></td>
<td>$1,086,836</td>
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<tr>
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<td>$472,100</td>
<td></td>
<td>$1,086,836</td>
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<tr>
<td><strong>NT</strong></td>
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<td></td>
</tr>
<tr>
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<td>$16,880</td>
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<td><strong>ACT</strong></td>
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<td>$2,580,828</td>
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<tr>
<td><strong>Other</strong></td>
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<tr>
<td>Australian Catholic University</td>
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<tr>
<td><strong>Total</strong></td>
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<td>$83,623</td>
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<td>$92,704</td>
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<tr>
<td><strong>Total</strong></td>
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<td>$15,849,000</td>
<td></td>
<td>$81,686,000</td>
</tr>
</tbody>
</table>
4. 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
Research 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 HEP 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/Research/ResearchBlockGrants/Pages/default.aspx

The Transparent Costing Data Return Specification will be made available in the first quarter of 2011 via the following URL: http://www.innovation.gov.au/Research/ResearchBlockGrants/Pages/SustainableResearchExcellence.aspx

<table>
<thead>
<tr>
<th>Description</th>
<th>Form</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Rollover of Unspent 2010 Grant Amount</td>
<td>Electronic Submission ²</td>
<td>30 June 2011 (unless otherwise advised by the department)</td>
</tr>
<tr>
<td>HERDC Research Income Return-Return 1</td>
<td>Electronic Submission ²</td>
<td>30 June 2011</td>
</tr>
<tr>
<td>HERDC Research Publications Return-Return 2</td>
<td>Electronic Submission ²</td>
<td>30 June 2011</td>
</tr>
<tr>
<td>HERDC Audit Certificate</td>
<td>Hard Copy</td>
<td>30 June 2011</td>
</tr>
<tr>
<td>HERDC Vice-Chancellor’s Certification Statement</td>
<td>Hard Copy</td>
<td>30 June 2011</td>
</tr>
<tr>
<td>Transparent Costing Data Return</td>
<td>Electronic Submission ²</td>
<td>30 June 2011 (unless otherwise advised by the department)</td>
</tr>
<tr>
<td>Transparent Costing Vice Chancellor’s Certification</td>
<td>Hard Copy</td>
<td>30 June 2011</td>
</tr>
<tr>
<td>Excellence in Research for Australia (ERA) Data returns.</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) 2010.
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 these 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 HEP by the Commonwealth of Australia

“Compacts” means the Mission-based Compacts between the Australian Government and HEPs, which will be subject to discussions being held between the Department and HEPs in 2011;

“Conditions of Grant” means these conditions of grant;

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

“Grant” means the grant referred to in Part A of this Annexure;

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

“Guidelines” means the Other Grants Guidelines (Research) 2010, made under section 238-10 of the Act;

“HEP” means an eligible Higher Education Provider as specified in section 16-15 of the Act (Table A Providers) or section 16-20 of the Act (Table B Providers);

“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 the program specified in item 2.2 of Part A of this Annexure;

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

“Secretary” means the Secretary of the Department;

“SRE Grant” means the Grant made under the Sustainable Research Excellence
Scheme referred to in Part A of this Annexure.

“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 of this Annexure.
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 of this Annexure.

1.2 Under subparagraph 41-25(b)(i) of the Act, where the Other Grant Guidelines (Research) 2010 (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 HEP.

1.4 The HEP acknowledges that:

1.4.1 the 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 will be made available in the first quarter of 2011 via the following URL: [http://www.innovation.gov.au/Research/ResearchBlockGrants/Pages/SustainableResearchExcellence.aspx](http://www.innovation.gov.au/Research/ResearchBlockGrants/Pages/SustainableResearchExcellence.aspx)

1.4.2 the Threshold 2 component of the SRE Grant Amount for eligible HEPs will be finalised following the Compacts discussions during the first quarter of 2011; and

1.4.3 the Department will notify the HEP, in writing, of its final Threshold 2 component following the completion of the Compacts discussions and it will be paid to the HEP in two instalments during the Year, with the timing and manner of payments to be determined by the Minister and the Secretary (or their delegate).

### 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 (SRE) Scheme**

2.1.2 The SRE Grant is made to support the HEPs Australian Competitive Grant Research. The HEP 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 HEP fails to spend an amount of the Grant (the “Unspent Amount”), the HEP may request in writing to the Secretary, or the person specified in item 4.1 of Part A of this Annexure, in accordance with requirements for the “Request for Rollover of Unspent Grant Amount” specified in item 4.1 of Part A of this Annexure, 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 HEP 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 HEP 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 HEP 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 HEP must:

2.4.1 notify the Minister (or the Minister’s delegate) in writing of any event that may significantly affect the HEP’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 HEP in respect of the Grant or compliance by the HEP with these Conditions of Grant.

3. REPORTING

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

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

3.3 Reports must be in the form of the approved templates which will be available in the first quarter of 2011 on the ‘Research Block Grants’ website page: http://www.innovation.gov.au/Research/ResearchBlockGrants/Pages/default.aspx.

The HEP can include additional information on the project in Reports at the HEP’s discretion.

4. DISSEMINATION

4.1 The Commonwealth reserves the right to publicise the award of any Grant to the HEP 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 HEP 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 HEP 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 HEP 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 HEP, or any of the HEPs 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 HEP or any of the HEPs employees, agents, or subcontractors of obligations or warranties under these Conditions of Grant;

7.1.6 any use or disclosure by the HEP, 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 HEPs 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 HEP 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 HEP’s employees;
   B. premises occupied by the HEP;
   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 HEP; and

8.2.2 the HEP’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 HEP’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 HEP 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 HEP as a result of a Grant vest in the HEP on creation.

(b) Unless otherwise specified to the extent that:

(i) the Commonwealth needs to use any of the Reports, the HEP 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 HEP, to the extent that such Material is included in, forms part of, or is attached to a Report; or

(ii) the HEP 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 HEP, 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 HEP 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 HEPs 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 HEP will provide the Commonwealth with access to review the Material described in clause 9.3(d)(i) or 9.3(d)(ii) at the HEPs premises.

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

9.5 The HEP 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 the 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 HEP 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 HEP were an agency as defined in the Privacy Act; and

10.1.2 deal with personal information received, created or held by the HEP 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 HEP to perform any of the HEP's obligations under these Conditions of Grant are contractually bound to comply with the Information Privacy Principles.

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

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