ANNEXURE D

TERMS of AGREEMENT

INFORMATION ONLY

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, unless the context requires otherwise:

'ABN' has the meaning given by section 41 of the A New Tax System (Australian Business Number) Act 1999 (Cth).

'Accounting Standards' means the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the Australian Securities and Investments Commission Act 2001 (Cth) as amended from time to time.

'Activity' means the research and development projects and activities approved by CRC and more particularly described in Annexure B. Where there are multiple Activities specified in Annexure B, the provisions of this Agreement may (where the context permits) be read separately with respect to each and every individual Activity.

'**Activity Budget**' means the budget detailing how the Research Provider will spend the Fee, and identifying the Research Provider Contributions to the Activity and the proposed expenditure of such amounts for the purposes of conducting the Activity as set out in Annexure B in this Agreement. The Activity Budget may be amended from time to time in accordance with Annual Research Plans.

'Activity Event' means any promotional event conducted by the Research Provider relating to the Activity, including celebration of all openings, ceremonies or other public events to mark the completion of any aspect of the Activity and all other openings, ceremonies or public events which are related to the Activity.

'Activity Material' means any Material, including Research Outputs, created by the Research Provider for the purpose of or as a result of performing its obligations under this Agreement.

'**Activity Outcomes**' means the outcomes described in Annexure B of this Agreement.

'**Activity Schedule**' means an activity schedule set out in Annexure B and as varied from time to time pursuant to the terms of this Agreement.

'Agreement' means this agreement and all Annexures.

'Annexure' means an annexure to this Agreement.

'Annual Research Plan' refers to the annual research plan setting out the specific work to be undertaken by the Research Provider for a calendar year and approved by the Department (if applicable).

'**Asset'** means any item of tangible property purchased, leased or otherwise brought into existence either wholly or in part with the use of the Fees but does not include Activity Material.

'**Audit'** means an audit carried out by a Qualified Accountant in accordance with the Auditing Standards.

'**Auditing Standards**' has the same meaning as it has in sections 9 and 336 of the *Corporations Act 2001* (Cth), as amended from time to time and refers to the auditing standards made by the Australian Auditing and Assurance Standards Board.

'Auditor-General' means the office established under the *Auditor-General Act 1997* (Cth) as amended from time to time and includes any other entity that may, from time to time, perform the functions of that office.

'**Capital Item**' means an Asset of durable nature, the purchase price of which exceeds $20,000.00.

'**Commonwealth**' means the Commonwealth of Australia as represented by the Department.

'**Commonwealth Policy**' means all laws, codes, policies and the like prescribed by the Commonwealth from time to time in relation to the Head Agreement, including but not limited to:

(a) all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity including mandatory reporting and working with children checks however described and, if requested, provide the CRC and the Commonwealth, at the Research Provider's cost, with an annual statement of compliance with these requirements in such form as may be specified by the CRC from time-to-time;

(b) all relevant ethics codes and guidelines adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator, and all other relevant regulatory agencies operating in Australia and in any place in which the research is being conducted;

(c) the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2018 or subsequent updates), and, if applicable, the NHMRC/ARC/AVCC National Statement on Ethical Conduct in Human Research (2007 or subsequent updates);

(d) Commonwealth laws relating to the export of controlled goods; and

(e) the National Principles of Intellectual Property Management for Publicly Funded Research.

'**Commercial Purpose**' includes selling, letting for hire, or by way of trade, offering or exposing for sale or hire any article embodying the Research Outputs or Existing Material or any product or service derived from or incorporating the Research Outputs or Existing Material.

'**Confidential Information'** means information that by its nature is confidential and:

(a) is designated by a Party as confidential; or

(b) a Party knows or ought to have known was confidential;

but does not include information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.

'**Conflict**' means any circumstance in which the Research Provider or any of the Research Provider's Personnel has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Research Provider's ability to perform the Activity, or its obligations under this Agreement, fairly and independently.

'**CRC**' means the CRC for Developing Northern Australia Ltd ABN 43 618 131 150 having its principal office at Suite 5, 281 Ross River Road, Aitkenvale QLD 4814.

'CRC Branding' includes the terms "CRC", "CRC Projects", "CRC-P", "Cooperative Research Centre" and the Program logo and any additional items specified by the CRC from time to time.

'Department' means the Department of Industry, Science Energy and Resources, ABN 74 599 608 295 and its successors that administer the Program.

'**Dispose**' means to sell, mortgage or encumber, lease or sublease, license or sublicense, assign or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts.

'End Date' means the date specified on the front page of this Agreement.

'**Existing Material'** means all Material in existence prior to the Date of this Agreement:

(a) incorporated in;
(b) supplied with, or as part of; or
(c) required to be supplied with, or as part of,

the Activity Material.

'Fee' is the amount specified in the Activity Schedules that is payable by CRC to the Research Provider under this Agreement.

'Financial Year' is deemed to be the financial year as determined by the Department.

'Funded Activities' or **'Commonwealth Funded Activities'** means Activities for which the Fee may be used, including:

(a) activities relating to research:

    i) significant research into matters of significance to the nation, including significant research into Science and Research Priorities and significant research about matters of importance to the development of Growth Sectors;

    ii) publication of research mentioned in (i) and employment and take up of the outputs of that research;

(b) scholarships, fellowships and stipends for students enrolled in formal education or training programs, and other associated education or training costs for those students,

developing and implementing strategies which will directly contribute to the capacity of enterprises to engage in overseas and interstate trade and commerce.

'Growth Sectors' means the priority industry sectors identified by the Australian Government under the Industry Growth Centres Initiative as areas of competitive strength and strategic priority for Australia. These sectors include advanced manufacturing; cyber security; food and agribusiness; medical technologies and pharmaceuticals; mining equipment, technology and services; and oil, gas and energy resources.

'Guidelines' means the CRC Program Guidelines and any related documentation developed to assist the management and administration of the CRC Program, issued by the Commonwealth and as amended from time to time.

'GST' and '**GST Law'** has the meaning attributed in the *A New Tax System (Goods and Activity Tax) Act 1999* (Cth) as amended from time to time.

'Head Agreement' means the funding agreement between the Department and CRC dated 12 July 2017 as amended from time to time.

'**Indigenous**' means Australian Aboriginal and Torres Strait Islander peoples.

'**Indigenous Cultural and Intellectual Property**' or '**ICIP**' means means all aspects of Aboriginal and Torres Strait Islander peoples' heritage, including without limitation literary, performing and artistic works; languages; traditional cultural expression; traditional knowledge including ecological knowledge, spiritual knowledge; items of moveable cultural heritage; ancestral remains, human genetic material; secret/sacred material; immovable cultural property; and documentation of Indigenous people's heritage in archives, film, photographs, videotape or audiotape.

'**Insolvency Event**' in respect of a Party means:

(a) if the Party:
    i) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; or
    ii) suffers any execution against its assets which has or will have an adverse effect on its ability to perform this Agreement;

(b) if the Party is an incorporated entity:
    i) being insolvent;
    ii) an administrator, liquidator, provisional liquidator, receiver, manager or controller under the Corporations Act 2001 (Cth) being appointed to the Party; or
    iii) an order being made for the winding up of the Party; or

(c) if the Party is an individual:
    i) being bankrupt; or
    ii) entering into a scheme of arrangement with creditors; or
    iii) a mortgagee's or a chargee's agent being appointed.

'**Intellectual Property**', '**Intellectual Property Rights**' or '**IP**' includes all intellectual property rights, including the following rights:

(a) copyright, patents, rights in circuit layouts, trademarks (including goodwill in those marks), designs, trade secrets, know how, 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.

'**Interest'** means interest calculated at the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) plus 20 basis points.

'Law' means the common law, principles of equity and laws made by parliament, including State, Territory and Commonwealth laws, regulations and other instrument as applicable from time to time.

'**Losses**' mean liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a Party).

'**Material**' includes any property, information software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation 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.

'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) as amended from time to time.

'**Outputs**' means the end products of the Activity, which may include products, publications, patents, prototypes and student completions.

'**Parties**' means CRC and the Research Provider and '**Party'** means either CRC or the Research Provider.

'**Personal Information**' means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

'**Personnel**' means a Party's officers, employees, agents, contractor staff, professional advisers or subcontractors engaged in, or in relation to, the performance or management of this Agreement.

'Privacy Commissioner' means the office of that name established under the *Australian Information Commissioner Act 2010* (Cth) as amended from time to time and includes any other person that may, from time to time, perform the functions of that office.

'**Program**' means The Cooperative Research Centres Program (also referred to as the **CRC Program**).

'Science and Research Priorities' means the matters identified by the Australian Government as areas of critical importance for research, and include food, soil and water, transport, cyber security, energy, resources, advanced manufacturing, environmental change and health.

'**Qualified Accountant**' means a person engaged by the Research Provider who is:

a) a member of the Institute of Chartered Accountants in Australia or of CPA Australia; and

b) independent of, and not a related entity of, either Party.

'**R&D Tax Incentive**' means the tax incentive established by Division 355 of the *Income Tax Assessment Act 1997* (Cth) as amended from time to time, with functions relating to its administration included in the *Industry Research and Development Act 1986* (Cth) as amended from time to time.

'**Records**' includes documents, information and data stored by any means and all copies and extracts from the same.

'**Reports**' means any reports the Research Provider provides to CRC for reporting purposes under this Agreement.

'Research Outputs' means Activity Material, other than progress Reports, financial information contained in final Reports, Confidential Information and Personal Information.

'**Research Plan'** means the activity plan detailing how the Research Provider will conduct and complete the Activity, including timeframes for completion of various stages of the Activity, as amended from time to time or by the Annual Research Plans.

'Research Provider' means the research provider described on the front sheet of this Agreement.

'Research Provider Contributions' means the financial and in-kind contributions to be supplied by the Research Provider pursuant to this Agreement, including those Research Provider contributions listed on Annexure A.

'Specified Personnel' means the Personnel (if any) nominated in Annexure B and as amended pursuant to clause 5 from time to time.

'**Start Date**' means the date specified on the front page of the Agreement.

'Term' means the period referred to in clause 2.

'**Utilisation**' means technology transfer and take-up and use of research Outputs. commercial utilisation includes the manufacture, sale, hire or other exploitation of a product or process, or the provision of a service, incorporating Activity Material, or licensing of any third party to do any of those things, or otherwise licensing or assigning Activity Material.

1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to A$, $A, dollar or $ is to Australian currency;

(f) a reference to time is to Canberra, Australia time;

(g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;

(n) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day; and

(o) headings are for ease of reference only and do not affect interpretation.

2. Term

This Agreement commences on the Start Date and, unless terminated earlier, ends on the End Date or when the Research Provider has completed all the reporting obligations to the CRC, whichever is later (**Term**).

3. Acknowledgement

The Research Provider acknowledges that:

a) CRC requires the Activity to be performed by the Research Provider to enable CRC to complete its obligations under the Head Agreement; and

b) it must comply with its obligations under this Agreement and agrees to fully cooperate with CRC by complying with all reasonable requests made by CRC whether expressly provided for in this Agreement or not.

4. Research Provider's Obligations

Conduct of Activity

4.1. The Research Provider must:

a) perform the Activity diligently, effectively, to a high professional standard and in accordance with all applicable laws, this Agreement, the Guidelines and the Commonwealth Policy;

b) deliver the deliverables and complete the milestones within the timeframe(s) set out in Annexure B;

c) perform the Activity in accordance with the Research Plan and the Activity Budget, and meet all deliverables and milestones and make Research Provider Contributions as set in Annexure B and Annexure E;

d) provide appropriately qualified and experienced Personnel to perform the Activity, including the Specified Personnel;

e) ensure all information provided by the Research Provider in connection with the Agreement and the Activity is, in all material respects, complete, up-to-date, accurate and not misleading;

f) cooperate with and assist CRC in any review or evaluation that the Department or an auditor undertakes of the Activity;

g) ensure that its board operates the Research Provider to the same fiduciary and good governance standards that apply to incorporated bodies under Australian law;

h) immediately notify CRC in writing if it becomes aware of any circumstances that are likely to adversely affect the Research Provider's ability to comply with the terms of this Agreement – including anticipated or actual problems, delays or reductions in Contribution - the giving of such notice will not in any way limit the obligations of the Research Provider under this Agreement or excuse it in any way from the performance of its obligations; and

i) Cooperate with, and provide CRC any information required by CRC to satisfy its obligations under the Head Agreement.

4.2. The Research Provider must liaise with and report to CRC on the progress of the Activity and must provide information relating to the Activity, including copies of

any Activity Material, information (including financial information) and Reports at such times and in such forms as reasonably required by CRC.

4.3. The Research Provider must notify CRC immediately if:

a) there is a change in the direct or indirect beneficial ownership or control of the Research Provider; or any part of its assets, operations or business;

b) the Research Provider experiences an Insolvency Event;

c) the Research Provider ceases to be able to pay its debts as they become due;

d) proceedings are initiated with a view to obtaining an order for the winding up of the Research Provider, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of the Research Provider;

e) anything analogous to an event referred to in the above sub-clauses occurs in relation to the Research Provider.

Representations and Warranties

4.4. The Research Provider represents and warrants that:

a) it has the right to enter into the Agreement;

b) it has all rights, title, licences, interests, property and regulatory approvals necessary to lawfully perform the Activity;

c) it has, or is able to obtain, the written consent of any organisation that it will partner with or represent on the Activity, including traditional owners (if relevant);

d) it has not received funding through other initiatives or programs for substantially the same activities to be undertaken for the Activity;

e) it has no overdue reports or acquittals, under any contractual or statutory arrangement for funding with the Department or any other Australian Government agency;

f) it has full power and authority to enter into, perform and observe its obligations under this Agreement;

g) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Research Provider;

h) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened which, if adversely decided, could have an adverse effect on the Research Provider's ability to perform its obligations under this Agreement;

i) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge, expertise and competence to undertake the Activity and where appropriate, will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Activity and are fit and proper people;

j) if the Research Provider is a trustee – it enters this Agreement personally and in its capacity as trustee and has the power to perform its obligations under this Agreement; and

k) if relevant and applicable, it is compliant with the *Workplace Gender Equality Act 2012* (Cth) ("WGE Act") as amended from time to time and that:

i. if it becomes non-compliant with the WGE Act during the Term, the Research Provider must notify CRC as soon as practicable;

ii. if the Term extends eighteen (18) months, the Research Provider must provide a current letter of compliance under the WGE Act within eighteen (18) months from the Start Date and following this, annually to CRC; and

iii. compliance with the WGE Act does not relieve the Research Provider from its responsibilities to comply with its other obligations under this Agreement.

Access to premises

4.5. If access to CRC premises or facilities is required to perform the Activity, the Research Provider must comply with all lawful and reasonable instructions, directions, policies and procedures given by CRC or by its Personnel**.**

4.6. The Research Provider must ensure that their Personnel and subcontractors if using or accessing the Commonwealth's premises or facilities, comply with all reasonable instructions, directions, policies and procedures relating to work health and safety in operations at those premises or facilities whether specifically drawn to the attention of the Research Provider or might reasonably be inferred from the circumstances.

4.7. The Research Provider acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the Ombudsman Act 1976 (Cth) and may be subject to investigation by the Ombudsman under that Act, and that the Department will not be liable for the cost of any such investigation by the ombudsman in connection with the subject matter of this Agreement

Fee and Research Provider Contributions

4.8. The Research Provider must:

a) promptly notify CRC in writing of the amount and source of any additional funding or other contributions for the Activity (other than the Fee provided under this Agreement or the Research Provider Contributions);

b) provide copies of any written arrangements entered into, or proposed to be entered into, in respect of such other funding or contributions to CRC at its request; and

c) ensure that the terms on which any other funding or contributions are provided to the Research Provider for, or in connection with, the Activity are not inconsistent with the terms of this Agreement..

Management of Conflict of Interest

4.9. The Research Provider warrants, that as at the Start Date, to the best of its knowledge after making diligent enquiry, no perceived or actual Conflict exists or is likely to arise in the performance of its obligations under this Agreement.

4.10. If a Conflict arises or appears likely to arise during the Term, the Research Provider must:

a) notify CRC immediately in writing of the Conflict, including all relevant information relating to the Conflict and setting out the steps the Research Provider proposes to take to resolve or otherwise deal with the Conflict; and

b) take any steps required to resolve or otherwise deal with the Conflict as directed by CRC.

Annual Research Plans and Activity Schedules

4.11. The Research Provider acknowledges that the Activity Schedule in Annexure B at the Start Date will be subject to further development throughout the Term through the development of Annual Research Plans as agreed between the Department and CRC.

4.12. The Research Provider must be given given a reasonable opportunity to review any proposed amendments to the Research Plan or any Annual Research Plan. Agreement to the amendments must be given in writing by the Research Provider and is not to be unreasonably withheld. The Parties must use best endeavours to negotiate in good faith the details for the Activity Schedules in Annexure B, including any adjusted Fee.

5. Specified Personnel and subcontractors

Specified Personnel

5.1. The Research Provider must:

a) ensure that the Specified Personnel performs work in relation to the Activity as set out in Annexure B of this Agreement;

b) provide information on the qualifications and/or performance of any Specified Personnel in relation to the Activity to CRC as requested;

c) ensure that each of the Specified Personnel is aware of and complies with the Research Provider's obligations under this Agreement; and

d) ensure that the Specified Personnel have the time commitment, qualifications and competency to undertake the Activity to the standard required by the Agreement.

5.2. If Specified Personnel are unable or unwilling to perform the work as required under this clause 5, the Research Provider must notify CRC immediately.

5.3. The Research Provider agrees, at the request of CRC acting in its absolute discretion, to remove its Specified Personnel from work in relation to the Activity at the Research Provider's costs.

5.4. If clause 5.2 or clause 5.3 applies, the Research Provider will provide suitable replacement Personnel to the CRC at no additional cost as soon as practicable. The Research Provider must comply with its obligations under clause 5.1 in respect of any replacement Personnel.

Subcontractors

5.5. The Research Provider must not subcontract, or replace an existing sub-contractor in respect of any part of the Activity without first obtaining CRC's written consent. The CRC may give consent on such terms and conditions as CRC, and/or the Department require.

5.6. The Research Provider is fully responsible for the performance of the Research Provider's obligations under this Agreement regardless of whether the Research Provider has subcontracted any of its obligations.

5.7. The Research Provider agrees that all subcontracts with respect to the Activity (including any part thereof) must include terms that:

a) the subcontract facilitates compliance by the Research Provider with its obligations under this Agreement;

b) the subcontract will not conflict with or detract from the rights and entitlements of CRC or the Department under this Agreement;

c) the other party to the subcontract is financially viable, has the necessary expertise and the appropriate insurance to perform the work in relation to the Activity;

d) the subcontract contains all the relevant terms of this Agreement, in particular that the Research Provider has or will secure itself a right to terminate the subcontract on terms no less favourable than those accorded to the Research Provider by clause 18, in the event of this Agreement being terminated. The Research Provider must also ensure that the subcontract contains relevant details of the Activity Schedules as set out in Annexure B as updated from time to time; and

e) the other party to the subcontract acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the Ombudsman Act 1976 (Cth) and may be subject to investigation by the Ombudsman under that Act, and that the Department will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of the subcontract or this Agreement.

5.8. The Research Provider must not enter into a subcontract under this Agreement with a subcontractor that is currently named as not complying with the Workplace Gender Equality Act 2012 (Cth).

5.9. The Research Provider may engage a subcontractor to undertake a part of the Activity if the subcontractor has the capacity to enter into a legally binding agreement with the Research Provider and the activities of the subcontractor (and the funding to be provided to the subcontractor) are identified in the Activities Schedule budget or otherwise approved by CRC or the Department. The subcontractor must be able to manage and monitor the receipt and expenditure of Funds in accordance with the financial management requirements equivalent to those applying to the Research Provider under this Agreement.

5.10. If requested, the Research Provider must promptly provide to CRC a copy of any contract relating to the Activity.

Personnel

5.11. The Research Provider must ensure that its Personnel performing work in relation to the Activity Schedule of Annexure B are reasonably available to liaise with CRC as requested.

6. Assets

6.1. The Research Provider must not use the Fee to acquire any Asset other than those listed in the Schedule of Annexure B without prior written approval from CRC, which may be subject to any conditions CRC may, in its absolute discretion, impose.

6.2. An item which is not an Asset but is purchased by the Research Provider or Personnel using the Fee must only be purchased if it can be shown that the item is to be used in undertaking the Activity.

6.3. The Research Provider or its Personnel must:

a) not use Assets for any purpose other than the performance of the Activity unless it has obtained the prior written approval of CRC, which will not be unreasonably withheld;

b) not Dispose of or deal with any Asset, other than in accordance with this Agreement, without having obtained the prior written approval of the CRC;

c) maintain all Assets in good working order;

d) be fully responsible for, and bear all risks arising in relation to, the use or Disposal of any Asset;

e) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Funds used to create or acquire the Asset, the value of the Asset and (where approved under clause 6.3(a) details of Disposal of the Asset, including the sale price;

f) as and when requested, provide copies of the register of Assets to CRC;

g) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use and ensure they are adequately insured in accordance with the terms of this Agreement.

6.4. Upon the termination of the Disposal of an Asset in accordance with clause 6.3(b), the Asset has not been fully depreciated the Research Provider must:

a) pay CRC within twenty (20) business days of the date of the Disposal, an amount equal to the proportion of the value of the Asset following depreciation that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds;

b) pay to the CRC within twenty (20) business days of the date of the Disposal the proceeds of the Disposal less an amount equal to the sum of the Research Provider's proportionate contribution to the purchase price of the Asset and the Research Provider's reasonable costs of Disposal of the Asset; or

c) use the amount payable to the CRC under clause 6.4 (a) or (b) for any purpose determined by the CRC, and in accordance with conditions, approved in writing by the CRC.

7. CRC and Research Provider Material

7.1. CRC and the Research Provider agrees that each Party retains ownership in any Material that it has proprietary rights in.

7.2. If the Activity requires the exchange of any Material, then the Party who owns the Material must ensure that it is (i) provided to the other Party on time and ensure that it is suitable for the intended use in the Activity; (ii) safely transported to and from their laboratories; (iii) suitably packaged; (iv) labelled with contact details; and (v) labelled with appropriate safety warnings or instructions for their handling, testing, storage, transportation, return and disposal. The Party supplying the Material must advise the other Party of any hazardous or otherwise dangerous components of properties of the Material.

7.3. Each Party must use the other Party's Material in accordance with any directions given by the other Party and with this Agreement.

7.4. If a Party provides the other Party with any Material belonging to a third party, that Party will notify the other of any conditions attached to the use of such Material and the other Party must use this Material only in accordance with these conditions.

7.5. A Party providing Material under this clause 7 must ensure that the such provision does not infringe any other Party's IP (including any Moral Rights).

8. Payment

8.1. Subject to the remainder of this clause 8, the CRC will pay the Research Provider the Fee in accordance with the Payment Terms outlined in the Schedule Activities of Annexure B. Payment of the Fee will attract GST.

8.2. The Research Provider acknowledges that payment of the Fee is subject to receipt of payments by CRC from the Department. Where the CRC is not paid by the Department for any reason, then CRC is not

required to pay all or part of the Fee to the Research Provider for Expenses under this Agreement.

8.3. The Research Provider acknowledges that the Fee as set out in the Activity Schedules in Annexure B at the Start Date is an indicative amount only and that the actual Fee payable may be adjusted during the Term as agreed by the Parties in writing.

8.4. The CRC may, without limitation, suspend payment of the Fee (or any part thereof) to the Research Provider if:

a) the Research Provider has not performed that part of the Activity to which that Fee relates, to CRC and/or the Department's reasonable satisfaction, until such satisfactory performance is achieved;

b) the Research Provider is in breach of this Agreement, until the breach is rectified or

c) any payments to CRC are suspended by the Department due to the Department having formed the opinion, having regard to the Activity Budget and information provided in the Reports, that the full payment is not properly required by the Research Provider to carry out the Activity or because of Activity surpluses or underspends.

8.5. Notwithstanding clause 8.4, the Research Provider agrees to continue to perform any obligations under this Agreement, and ensure that its subcontractors perform their obligations under their agreements with the Research Provider, unless CRC agrees otherwise in writing.

8.6. The Research Provider is responsible for providing a tax invoice to CRC for GST purposes before CRC makes a payment of the Fee. The tax invoice must include:

a) title of the Activity and details of the Activity the invoice relates to;

b) Research Provider name and ABN;

c) name of Research Providers' delegate;

d) Fee and expenses to be invoiced (including description of any deliverables or milestones that the invoice relates to); and

e) bank account details for payment by electronic funds transfer.

8.7. The Research Provider is responsible for paying any GST (if applicable), income tax, duties or superannuation contributions in relation to the Activity and this Agreement.

8.8. The Research Provider must:

a) ensure that the Fee and all other money received by the Research Provider under this Agreement is held in an account in the Research Provider's name and which the Research Provider solely controls, with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;

b) account for the receipt and expenditure of the Fee separately within the Research Provider's accounts and records so that the Fee is identifiable at all times;

c) ensure that in any subcontract that the same requirements under this clause 8 apply;

d) ensure that Accounting Standards and proper controls are exercised in respect of the Fees and any other money received under this Agreement; and

e) ensure the relevant bank account bears a rate of interest reasonably required by CRC and that any interest on the balance is credited to that bank account.

8.9. The Research Provider must repay or refund all or part of any unspent or misspent Fee upon notice by CRC.

8.10. If any amount is owed or payable to CRC by the Research Provider under this Agreement, CRC may require such amount to be repaid with Interest on the amount set out in the notice, from the date it was due for the period it remains unpaid.

8.11. In respect to any obligation the Research Provider may have to pay CRC Interest under this Agreement, the Research Provider will cooperate and assist the CRC in calculating such Interest and the Research Provider hereby agrees that the Interest represents a reasonable pre-estimate of the loss incurred by CRC.

8.12. The Research Provider must be able to manage and monitor the receipt and expenditure of the Fee in accordance with the financial management requirements set out in Annexure E.

8.13. The Research Provider acknowledges that in the case of interest earned on the Fee, CRC or the Department may require:

a) return of the interest amount to CRC or the Department;

b) that the interest is applied to Activity expenses or costs where such application is consistent with the Activity Budget; or

c) offset of payment of Fee against the interest amount.

8.14. The Research Provider must only use the Fee to perform the Activity specified in the Activity Budget andin accordance with the Activity Schedules in Annexure B. Without limiting this restriction, the Research Provider must not spend the Fee or any other money received from the CRC under this Agreement on anything other than approved Activities under this Agreement or as approved by CRC.

8.15. Without limiting any other rights or remedies of CRC, CRC may by written notice direct the Research Provider not to spend the Fees or any other money received under this Agreement until CRC notifies the Research Provider otherwise if the Research Provider is in breach of this Agreement or any agreement related to this Agreement.

8.16. The Research Provider and any Subcontractor must provide its bank details to CRC, and notify it of any changes in account details in relation to this this clause 8, within three (3) days of any such change.

8.17. After the End Date, CRC is entitled to recover from the Research Provider:

a) any Fees or other monies paid under this Agreement which have not been spent, or legally committed for expenditure by the Research Provider in accordance with this Agreement and payable by the Research Provider as a current liability (written evidence of which will be required); and

b) the amount of any Fees or other monies paid under this Agreement which in CRC's opinion, has been spent other than in accordance with this Agreement.

8.18. CRC may give the Research Provider a notice requiring the Research Provider to repay CRC (or deal with as specified by CRC) an amount which CRC is entitled to recover under clause 8. If CRC provides such a notice, the Research Provider must comply with the notice within twenty-one (21) days of the date of the notice.

8.19. Notwithstanding anything to the contrary in this Agreement, CRC's obligation to pay the Fee and any other money under this Agreement is subject to it receiving the same from the Commonwealth.

9. Accounts and Reports

Accounts and records

9.1. The Research Provider acknowledges that accounts and records of the Activity will be subject to Audit and agrees to do all things reasonably necessary to enable CRC to comply with its reporting, record keeping and audit obligations as set out in Annexure E and under the Head Agreement. The Research Provider must, without limitation and at its own cost:

a) keep comprehensive, identifable and accurate accounts and Records of the Activity and its use of the Fees;

b) retain the accounts and records referred to in this clause 9 for the Term and a further period of seven (7) years from the expiry or termination of this Agreement or such longer period as may be required by law;

c) keep comprehensive written records of the conduct of the Activity including progress against the milestones and the achievement of the Activity Outcomes;

d) deliver information and other Material (including Reports) produced under this Agreement and otherwise as reasonably required by CRC, in accordance with timeframes under this Agreement; and

e) keep financial records in accordance with the Accounting Standards relating to the Activity to enable:

i. the revenue and expenditure related to the Activity to be identified in the Research Provider's accounts;

ii. the preparation of financial information in relation to the Activity; and

iii. the Audit of those records.

Reports

9.2. The Research Provider agrees to provide all information as reasonably required by CRC as set out in Annexure B, Annexure C and Annexure E, plus any additional Reports as required, substantially in the form of the template specified by CRC (if any).

9.3. If CRC notifies the Research Provider that its Report (or section(s) thereof) is not to CRC's satisfaction, the Research Provider must make the required amendments and resubmit the Report or section(s) to CRC.

9.4. The Research Provider must ensure its subcontractors provide similar Reports in relation to the parts of the Activity which the subcontractor is required to perform, and include this information in its Reports to CRC.

9.5. The Research Provider must participate, at its own cost and as reasonably required by CRC or the Department, in studies, evaluations and other activities intended to analyse the Activity. This participation may, include:

a) attending relevant conferences and forums in which evaluations and analysis are being undertaken;

b) allowing third parties access to the site to undertake analysis and evaluation of the Activity; and

c) making records and other information (including Reports) available to third parties for the purposes of evaluation and analysis.

9.6. The Research Provider acknowledges that following completion of this Agreement, the Research Provider may be required to report to the CRC and/or the Department on continual tracking matters and other related matters. The Research Provider must at its cost, comply with such reporting requirements as required by the CRC and in the form specified by the CRC. This clause does not merge upon completion, termination or expiry of the Agreement.

10. Access to records

10.1. The Research Provider acknowledges and agrees that CRC, the Department and their nominees may, at reasonable times and on giving reasonable notice to the Research Provider:

a) access and inspect the Research Provider's premises to the extent relevant to the performance of this Agreement (including to conduct site audits to assess progress against the Research Plan and Activity Budget);

b) access, inspect and copy any documentation, books and records, of the Auditor-General, the Australian Materials (including books and records), which Information Commissioner, or his or her respective are relevant to the Activity or the Agreement; delegate.

c) require the Research Provider (including its Personnel) provide Records, documents and information relevant to the performance of this Agreement in a format agreed upon by all Parties;

d) inspect and copy any documentation, books and records, of the in possession of the Research Provider, and its Personnel relevant to the performance of this Agreement;

e) require assistance in respect of any inquiry into or concerning the Activity or this Agreement. For the purpose of this clause 10.1(e), an inquiry includes any administrative or statutory review, audit or investigation (whether within or external to the Department), any request for information directed to the Department, any judicial or quasi-judicial inquiry, and any inquiry conducted by Parliament or any Parliamentary committee; and

f) audit any matter determined by the Department or CRC to be relevant to the Activity or this Agreement.

10.2. The Research Provider must provide CRC and/or the Department (including its Personnel) with access to the Research Provider's computer hardware and software to the extent necessary for CRC and/or the Department (or their nominees) to exercise their rights under this clause 10, and must provide CRC and/or the Department (or their nominees) with any reasonable assistance requested by it to use that hardware and software.

10.3. The Research Provider must bear its own costs of any inspections, reviews, audits and inquiries conducted pursuant to this clause 10.

10.4. If an audit, inspection, review or inquiry conducted pursuant to this clause 10 identifies a breach by the Research Provider of this Agreement, the CRC may recover CRC and/or the Department's costs of conducting that inspection, review, audit or inquiry as a debt due from the Research Provider.

10.5. Without limiting clauses 10.1 and 10.2, the Department's rights under clauses 10.1 and 10.2 apply equally to the Auditor-General, the Ombudsman, the Australian Information Commissioner, the Privacy Commissioner, the Freedom of Information Commissioner, the Office of the Australian Information Commission or the delegates of any of these parties or organisations, for the purpose of each performing their functions, powers or activities (as the case may be).

10.6. The Research Provider must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Australian Information Commissioner's or his or her delegate's requirements, notified under clause 10, provided such requirements are legally enforceable and within the

10.7. The requirement for, and participation in, audits does not in any way reduce the Research Provider's responsibility to perform its obligations in accordance with this Agreement.

10.8. The Research Provider must ensure that its subcontracts entered into for the purpose of the Activity include equivalent terms to this clause 10.

10.9. This clause 10 applies for the duration of the Agreement and for a period of seven (7) years from the termination or expiry of this Agreement.

10.10. Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General, the Privacy Commissioner, the Office of the Australian Information Commissioner or a delegate of any of these. The rights of the Commonwealth under this Agreement are in addition to any other power, rights or entitlements of the Auditor-General, Australian Information Commissioner, Australian Information Commissioner or a delegate of any of these.

11. Intellectual property

Activity Material and Research Outputs

11.1. Subject to the remainder of this clause 11, upon its creation, Activity Material will be owned by the Party who creates it.

11.2. Each Party grants the other Party a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit the Intellectual Property in Activity Material it owns or partly owns for any non-commercial purpose.

11.3. In addition to the above provision, the Parties hereby expressly grant to the Commonwealth a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit the Intellectual Property in Activity Material it owns or partly owns for the purposes of any agreements between the Commonwealth and the CRC for non-commercial purposes.

11.4. For the avoidance of doubt, each Party has the right to use the Activity Material to perform the Activity and this Agreement, and in the case of CRC, to use or sub-licence the Activity Material to the Department to comply with its obligations.

11.5. On termination or expiry of this Agreement, or earlier if requested by CRC, the Research Provider must promptly deliver a copy of all Activity Material then in existence to CRC as directed by CRC.

11.6. The Research Provider may grant to any person a licence to use, reproduce, adapt and exploit the Intellectual Property Rights in Research Outputs, and Existing Material incorporated in the Research Outputs, for any Commercial Purpose on terms to be agreed in each case. If the Research Provider

proposes to charge a royalty or licence fee for use of Research Outputs after the Date of this Agreement, it must, prior to granting a licence under this clause 11.6, reach agreement with the Department on the terms of such licence and the apportioning of royalty payments to reflect the Department's financial contribution to the development of the Research Outputs.

Publications

11.7. The Research Provider must make all Research Outputs, and Existing Material incorporated in the Research Outputs publicly and freely available on appropriate institutional repositories; and websites, and ensure that,

a) the websites and institutional repositories are approved in writing by the Department;

b) concise summary of the Material to be released has been provided to CRC at least ten (10) working days before its release. If the material or any part of it cannot be made available on the websites:

i. CRC must be notified and the material must be made available by other means agreed by CRC; and

ii. a notice must also be placed on the website identifying how and where the material can be obtained.

11.8. The Research Provider must make sure publication of Research Outputs also complies with data and accessibility requirement's on the Department 's website, as updated from time to time.

11.9. If the Research Provider grants a licence ('the licence') or an assignment of IP ('assignment') to the publisher of a peer-reviewed journal, book or similar publication ('peer-reviewed publication') in relation to the publication of an article on the Activity (other than a Report) in a peer-reviewed publication, the Research Provider is still required to comply with clauses 11.7 – 11.8.

11.10. Where clause 11.9 applies, the Research Provider must make a copy of the article (as accepted for publication after peer-review) publically available in accordance with clause 11.8, within 12 months of publication of the article.

Moral Rights

11.11. To the extent permitted by law, the Research Provider must, unless otherwise agreed by CRC in writing, ensure that each person who:

a) has been involved in the performance of the Activity; or

b) is or will be the author of any Activity Material (including the Reports) that is to be licensed to the CRC in accordance with this clause 11,

provides a written consent to CRC, in a form acceptable to CRC, permitting CRC and the Department (including its Personnel) to conduct any act and to use the Activity Material in a way which would otherwise infringe the Moral Rights held by that person.

11.12. For the purpose of clause 11.11, Activity Material includes any pre-existing material and third party material to the extent that it is included in, forms part of or is attached to the Activity Material.

11.13. The consent provided under clause 11.11 must be consistent with the Department being able to conduct any act it is licensed to conduct under the Agreement.

IP – General

11.14. The Research Provider must, if requested to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 11.

11.15. Intellectual Property Rights and title to Department Material remains vested at all times in the Department. CRC grants to the Research Provider a royalty-free, world-wide, non-exclusive licence to use, reproduce, adapt and modify the Department Material solely for the purposes of the Activity. The Research Provider must ensure that all Department Material is used strictly in accordance with any conditions or restrictions specified to the Research Provider from time to time.

11.16. The Research Provider warrants that:

a) for anything done by the Research Provider in the course of the Activity, the Research Provider has no knowledge of any Intellectual Property Rights infringement or Moral Rights infringement of any person; and

b) that CRC or its sublicensees will not, at any time, be infringing the Intellectual Property or Moral Rights of any person when undertaking an activity allowed for under this Agreement or using Activity Material in a manner consistent with the licences granted, or to be granted, by the Research Provider under this clause 11.

11.17. For clarity, other than as expressly set out in this clause 11, nothing in this Agreement grants any ownership right, licence or assignment of any IP of a Party to the other Party.

11.18. The Research Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any third party material available for the purpose of this Agreement or the Activity. The Research Provider must specify which parts (if any) of the Intellectual Property Rights are third party material and who owns the Intellectual Property Rights in that material.

11.19. The Research Provider must, where the Activity Material vests in the Research Provider, ensure that, at all times during the Term, the Research Provider has in place and adheres to documented procedures to ensure that, before any Activity Material is published or disclosed to any person other than the Commonwealth or CRC, consideration is given to the potential prejudice to the subsistence or Utilisation of the Activity Material, including the possibility that publication or disclosure might preclude the grant of

a patent or cause the loss of any Intellectual Property Rights.

11.20. The Research Provider must, where the Activity Material vests in the Research Provider, ensure that, the Research Provider uses its best endeavours to ensure Utilisation of Activity Material (but not including reports or other such material to be provided to the Commonwealth for the Commonwealth's benefit).

11.21. The Research Provider must, where the Activity Material vests in the Research Provider, ensure that, any Utilisation of Activity Material, including by any third party, is consistent with any milestones, the nature of the Activity and the objectives of the Program, including the maximisation of benefits accruing to Australia.

11.22. The Research Provider must ensure that in order to maximise the benefits from research, after appropriate commercialisation and Utilisation decisions have been taken, consideration is given, where relevant, to dissemination of the results from the Activity.

11.23. If at any time CRC are of the reasonable view that the Utilisation of the Activity Material by the Research Provider, including any third party, is not consistent with clause 11, CRC may, by notice at its sole and unfettered discretion:

a) require the Research Provider to repay some or all of the Fees spent Utilising the Activity Material;

b) reduce or suspend payment of the Fees, or terminate the Agreement; or

c) exercise any other right it may have under this Agreement.

11.24. The Research Provider must ensure that its subcontractors comply with this clause 11.

Indigenous Cultural and Intellectual Property

Where Activities involve Aboriginal or Torres Strait Islander peoples, organisations, or material, or where the Research Provider is Indigenous:

11.25. CRC acknowledges the ICIP rights of Traditional Owners and Custodians and will take all reasonable steps to ensure ICIP rights are respected and upheld in any Activities in connection with this Agreement and in the use and dissemination of Activity Material.

11.26. CRC agrees that ownership of any ICIP rights will remain with the relevant custodians of such ICIP.

11.27. The Indigenous Research Provider agrees to assist CRC to identify any ICIP incorporated in the Activity and seek consent for use from the relevant custodians.

11.28. CRC agrees to act in accordance with and respect any cultural protocols which may apply to the ICIP and will comply with the AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research during the Research Project.

11.29. CRC will not use ICIP for any purpose other than as part of the Research Project and as approved by the custodians.

11.30. CRC will ensure that its Personnel comply with these clauses 11.25 to 11.30.

12. Acknowledgement and Activity Events

12.1. The Research Provider must not use CRC's or the Department's name or trademarks in a manner that suggests that CRC or the Department endorses, or is associated with, the Research Provider's business or products.

12.2. The Research Provider must not engage in any Activity Event relating to the Activity or Activity Material except with CRC's prior written consent.

12.3. CRC may impose such conditions on its consent as it determines in its absolute discretion. The Research Provider acknowledges that as a minimum the Activity Event will need to:

a) invite representatives of the CRC and the Department to all Activity Events; and

b) ensure that the official proceedings in each Activity Event allows for a Department representative to speak.

c) once any arrangement has been confirmed in relation to clause 12.3 (a) the Research Provider must, as soon as practicable, notify the CRC in writing of any change to the Activity Event.

12.4. The Research Provider must:

a) in all publications (including reprints, and despite whether published by the Research Provider or other persons) that are a result of the Activities;

b) in all products, processes or inventions developed as a result of the Activities;

c) in all promotional materials, presentation material promotional and advertising materials, public announcements, events and activities, display signs or plaques or similar in relation to the Activities;

d) at any other times and in any manner as as directed and approved by CRC;

acknowledge the financial and other support received from the Commonwealth through the CRC:

e) through reference to the Program;

f) through prominent display of the CRC Branding; and

g) by reference to any acknowledge of support made in accordance with any relevant Guidelines issued by the Commonwealth from time to time and as amended from time to time.

12.5. The Research Provider must submit any documentation containing the required acknowledgment in clause 12.4 to CRC ten (10) business days prior to publication or announcement of the event.

12.6. If the Department notifies CRC that it does not approve the proposed publication or announcement, CRC and the Research Provider must make the required amendment before allowing the words to be published or announced.

12.7. Notwithstanding the review or proposal of a revised form of words in accordance with clause 12.6, the Research Provider will at all times remain responsible for the content and accuracy of publications and announcements.

12.8. The Research Provider must notify CRC before making a public announcement in connection with this Agreement or any transaction contemplated by it except if the announcement is required by law or a regulatory body (including a relevant stock exchange), and provide a copy of the announcement to CRC.

12.9. The Research Provider further acknowledges and agrees that CRC or the Department may publish, disseminate or otherwise make publically available the Research Outputs.

12.10. The Research Provider further acknowledges and agrees that CRC or the Commonwealth may publish and report on the awarding of the Fees to the Research Provider and may do this by, amongst other means, including the Research Provider's name, the amount of Fees and the title and a brief description of the Activity in media releases, general announcements about the Program, annual reports, and in order to fulfil its obligations under the Commonwealth Grant Rules and Guidelines.

12.11. If the Research Provider uses any of the CRC Branding, the CRC grants to the Research Provider subject to any further conditions, directions or restrictions it deems appropriate from time-to-time, a world-wide, royalty free, non-exclusive, non-transferable licence (excluding the right to sub-licence) to use, reproduce and communicate the CRC Branding solely for the purposes of undertaking the Activities.

12.12. The Research Provider acknowledges that the Commonwealth may publicise and report on the Activity and related matters. The Research Provider hereby authorises CRC to:

a) provide to the Commonwealth details of this Agreement and the Activities including but not limited to the Research Provider's name, amount of the Fee, total related contributions, the title and description of the Activities; and

b) provide consent to the Commonwealth on behalf of the Research Provider to disclose details regarding the Activities and the Research Provider on media releases, general announcements about the Activities, annual reports, and in order for the Commonwealth to fulfil its obligations under the Commonwealth Grants Rules and Guidelines.

13. Confidential Information

13.1. Subject to clause 13.2, each Party (Recipient) must not, without the prior written consent of the Party whose Confidential Information it is (Discloser), disclose any Discloser's Confidential Information to a third party or use such Confidential Information other than for the purpose of the Activities.

13.2. In providing written consent under clause 13.1, CRC may impose such conditions as it thinks fit and the Research Provider must comply with any terms or conditions imposed by CRC under this clause 13.

13.3. The obligations under this clause 13 will not be breached if Confidential Information is:

a) disclosed by a Recipient to its advisers, Personnel or other employees and subcontractors solely to comply with this Agreement;

b) disclosed to a Recipient's internal management Personnel, solely to enable effective management or auditing of Agreement-related activities;

c) disclosed by the Recipient to its responsible Minister or in response to a request by a House or a Committee of the Parliament of Australia;

d) disclosed by CRC to a Commonwealth government agency, where it serves the Commonwealth's legitimate interests;

e) disclosed to the Auditor-General, Commonwealth Ombudsman or the Australian Information Commission;

f) disclosed to Innovation and Science Australia or its delegates for the purpose of the administration of the R&D Tax Incentive;

g) authorised or required by law to be disclosed; or

h) in the public domain otherwise than due to a breach of this clause 13.

13.4. Where a Recipient discloses Confidential Information;

a) to another person pursuant to clauses 13.3(a) or (b), the Recipient must notify that person that the information is confidential and not provide the information unless the receiving person agrees to keep the information confidential; or

b) pursuant to clause 13.3(c), the Recipient must notify the receiving party that the information is Confidential Information.

13.5. The obligations under this clause 13 continue for the period agreed by the Parties, notwithstanding the expiry or termination of this Agreement in relation to any information agreed in writing by the Parties after the date of this Agreement to be Confidential Information.

13.6. At CRC's request or on the expiry or termination of the Agreement, the Research Provider must promptly return all records belonging to CRC and the Commonwealth, and any Confidential Information and all documentation relating to that Confidential

Information (including [illegible] transmit Personal Information reasonably required by CRC.

13.7. Alternatively, if requested by CRC, the Research Provider must destroy such items in the manner specified by CRC and promptly certify to CRC and the Commonwealth in writing that it has done so.

13.8. Nothing in this clause 13 reduces any obligation which a Party may have either under any law requiring secrecy or confidentiality in dealing with information, or under clause 14 in relation to the protection of Personal Information..

13.9. Notwithstanding any other provision of this Agreement, CRC or the Commonwealth may disclose the provisions of this Agreement. However, any provisions of this Agreement that are Confidential Information may only be disclosed in accordance with the Senate Order on Departmental and Agency Agreements, and where such disclosure of Confidential Information is required a statement of reasons for the confidentiality may be included with that disclosure.

14. Personal Information

14.1. This clause 14 applies only where the Research Provider deals with Personal Information when conducting the Activity.

14.2. All defined terms in this clause have the same meaning as in the Privacy Act 1988 (Cth).

14.3. The Research Provider must:

a) if it obtains Personal Information while conducting the Activity or otherwise performing its obligations under this Agreement, use or disclose that Personal Information only for the purposes of this Agreement;

b) comply with the Australian Privacy Principles (APPs) as if the Research Provider were an agency under the Privacy Act 1988 (Cth); and

c) otherwise comply with the Privacy Act 1988 (Cth).

14.4. The Research Provider must ensure that any subcontract entered into by it in relation to this Agreement places the same obligations about Personal Information on the subcontractor as this clause 14 places on the Research Provider.

14.5. The Research Provider agrees in respect of the Activity under this Agreement:

a) to use or disclose Personal Information obtained by the Research Provider during the course of the Activity under this Agreement, only for the purposes of this Agreement;

b) to notify individuals whose Personal Information the Research Provider holds, that complaints about acts or practices of the Research Provider may be investigated by the Privacy Commissioner who has power to award compensation against the Research Provider in appropriate circumstances;

c) to follow any reasonable directions given by CRC to ensure compliance with the Privacy Act;

[illegible] or transmit Personal Information outside of Australia except with the prior written approval of CRC, which will not be unreasonably withheld. In giving its approval CRC may impose such conditions as it thinks fit. The Research Provider must comply with any term or condition imposed by CRC under this clause 14.5(d);

e) to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an APP or a registered APP code which is binding on a party to this Agreement;

f) to immediately notify CRC if the Research Provider becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 14.5, whether by the Research Provider or any subcontractor (including any complaints made about acts or practices of the Research Provider in connection with Personal Information);

g) to notify CRC of any subpoena, warrant, order, demand or request made by a foreign court or other authority for the disclosure of Personal Information to which the Privacy Act applies and to not disclose such information without the prior written approval of CRC, which will not be unreasonably withheld. In giving its approval CRC may impose such conditions as it thinks fit. The Research Provider must comply with any term or condition imposed by CRC under this clause 14.5(g);

h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, notified to the Research Provider by CRC to the extent that they are not inconsistent with the requirements of this clause 14; and

i) to ensure that any Personnel of the Research Provider who is required to deal with Personal Information for the purposes of this Agreement is made aware of the obligations of the Research Provider set out in this clause 14.

14.6. The Research Provider indemnifies CRC and the Commonwealth in respect of any Losses or liability suffered or incurred by CRC or the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Agreement under this clause 14, or a subcontract or subcontractor under the subcontract provisions referred to in clause 14.

15. Insurance and Indemnity

15.1. The Research Provider must, for as long as its obligations remain under this Agreement effect and maintain:

a) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Activity for an insured amount of $20 million or more per occurrence;

b) insurance over any Assets for their full replacement value from the Start Date.

c) workers compensation insurance for an amount required by the relevant State or Territory legislation; and

d) any other insurance required by law or by CRC (acting reasonably).

15.2. The Research Provider must choose or maintain an insurance policy with such terms that allows for claims to be made for a period of seven years from the termination or expiry of this Agreement.

15.3. The Research Provider must pass on to any subcontractors the same or similar obligations about insurances, as this clause 15 places on the Research Provider.

15.4. The Research Provider must, on request, promptly provide to CRC any relevant insurance documents and certificates of currency for inspection, including those of any relevant subcontractor.

15.5. The Research Provider indemnifies, hold harmless and defend (and continues to indemnify) CRC and the Commonwealth against all:

a) Losses suffered or incurred by CRC, including as the result of any claim made in relation to:

i. loss of or damage to third party property; or

ii. the injury, illness or death of a third party;

b) Losses of or damage to CRC or the Department property; or

c) Losses suffered or incurred by CRC and the Commonwealth in dealing with any claim against CRC or the Commonwealth

arising from or as a consequence of:

d) any act or omission by the Research Provider (including any of its Personnel) in connection with this Agreement;

e) the use by CRC or the Department of the Activity Material, including the Intellectual Property and Moral Rights comprised in the Activity Material;

f) use or disposal of Assets;

g) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of an act done by CRC or the Commonwealth in relation to any part of the Activity; and

h) without limiting the above, any breach of this Agreement by the Research Provider (including its Personnel and subcontractors).

15.6. The Research Provider releases CRC from:

a) all claims, actions, demands and proceedings which it may have, or claim to have, or but for this release might have had, against CRC arising out of this Agreement or in any way connected with the performance of this Agreement; and

b) all liability of CRC arising out of this Agreement,

15.7. The Research Provider's liability to indemnify and release CRC under this clause 15 will be reduced proportionally to the extent that any negligence or unlawful act or omission or wilful misconduct on CRC's part contributed to the relevant Loss.

15.8. CRC's right to be indemnified under this clause 15 is in addition to, and not exclusive of, any other right, power, or remedy provided by law or in equity, but CRC is not entitled to be compensated in excess of the amount of the relevant Loss.

16. Dispute Resolution

16.1. Any dispute arising out of this Agreement or in connection with the Activity (Dispute) must be referred in writing in the first instance to senior representatives of the Parties who must meet and use their best endeavours to resolve the Dispute, except proceedings for urgent interlocutory relief. After a Party has sought or obtained any urgent interlocutory relief, that Party must follow this clause 16.

16.2. If the Dispute is not resolved within thirty (30) days of the meeting between the senior representatives then the matter must be referred to the Australian Disputes Centre for arbitration in accordance with the Centre's Guidelines on Arbitration. The decision of the arbitrator (including any award as to costs) will be final and binding. Nothing in this clause prevents CRC or the Research Provider from seeking interlocutory relief through courts of appropriate jurisdiction.

16.3. Despite the existence of a dispute, the Research Provider will (unless requested in writing by CRC not to do so) continue to perform the Research Provider's obligations under this Agreement.

16.4. Each party to a Dispute must pay its own costs in complying with clause 16 and must pay the costs of any arbitrator equally unless the arbitrator orders differently under section 16.2.

17. Force Majeure events

17.1. A Party (Affected Party) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control (other than a lack of Research Provider Contributions for any reason or any strike, lockout or labour disputes in respect of the Research Provider only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that Party's organisation.

17.2. When the circumstances described in clause 17.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on its performance of this Agreement.

17.3. If non-performance or diminished performance by the Affected Party due to the circumstances under clause 17.1 continues for a period of more than thirty

(30) consecutive days, the other party may terminate this Agreement immediately by giving the Affected Party written notice.

17.4. If this Agreement is terminated under clause 17.3:

a) each party will bear its own costs and neither party will incur further liability to the other; and

b) where the Research Provider is the Affected Party, it will be entitled to payment for work performed or expenses properly incurred prior to the date of intervention of the circumstances described in clause 17.1.

18. Suspension or Termination

Termination for default

18.1. If:

a) the Research Provider repeatedly fails to comply with any timeframe under this Agreement;

b) the Research Provider fails to remedy its failure to comply with any term or condition of this Agreement within ten (10) Business Days of receiving a notice (or such longer period as CRC may at its discretion specify in the notice) from CRC requiring the Research Provider to do so;

c) the Research Provider fails to successfully deliver any of the Activity Outcomes for which it is responsible;

d) the CRC is satisfied on reasonable grounds that any statement, representation or warranty made by the Research Provider is incorrect or incomplete in a way which would have affected the CRC's original decision to enter into this Agreement;

e) the Research Provider is unable to provide the Research Provider Contributions which would have affected the CRC's original decision to approve the funding for the Activity;

f) CRC and/or the Department is satisfied on reasonable grounds that a report (including a Report) given by the Research Provider is misleading, or incomplete or inaccurate;

g) there is an Insolvency Event; or

h) the Research Provider breaches any term or condition of any other funding agreement between the Research Provider and an Australian Government agency;

i) CRC determines, acting reasonably and in good faith, that the Research Provider is not performing to the satisfaction of CRC;

j) the Research Provider has not achieved a milestone;

k) the Research Provider has not spent a portion of the Fee previously paid to the Research Provider;

l) the Research Provider fails to advise CRC of a conflict of interest, or in the opinion of CRC, a conflict of interest exists which would prevent the Research Provider from performing its obligations under this Agreement;

m) the Research Provider breaches a provision of this Agreement where that breach is not capable of remedy; or

n) otherwise provided in this Agreement,

CRC may by written notice to the Research Provider, require the Research Provider to immediately suspend payment or dealings with the Fee (in whole or in part), and/or terminate this Agreement in its entirety.

18.2. Despite any suspension, the Research Provider must continue to perform its obligations under the Agreement if required by CRC.

Potential Default

18.3. For the purposes of this clause 18, **Potential Default** means any event, thing or circumstance which does not fall within the scope of clause 18.1 and which likely would:

a) result in delay in meeting any requirement of the Research Plan or Annexure B; or

b) give rise to a right of termination pursuant to clause 18.1 with the giving of notice or the passage of time.

18.4. The Research Provider must notify CRC immediately upon becoming aware of a Potential Default and must include the following information, substantially in the form of the template provided by CRC (if any), in its notice:

a) the nature of and reason for the Potential Default;

b) how the Research Provider proposes to rectify the Potential Default;

c) the date on which the Research Provider proposes that the Potential Default will be rectified; and

d) any expected impacts of the Potential Default.

18.5. If CRC becomes aware of a Potential Default, CRC may provide the Research Provider with a written notice setting out the nature of the Potential Default (Notice of Potential Default), any extension of time permitted and any requirements CRC has in relation to the rectification of the Potential Default or reduction in scope of the Activity.

18.6. On receipt of a Notice of Potential Default, the Research Provider must remedy the Potential Default or, where the Potential Default is not capable of being remedied, prepare a plan for CRC's approval of the actions that the Research Provider proposes to take to deal with the impact of the Potential Default (**Potential Default Plan**).

18.7. If CRC is not satisfied with the Potential Default Plan or the Research Provider subsequently fails to comply with the Potential Default Plan, CRC may by written notice to the Research Provider, require the Research Provider to immediately suspend dealings

with the Fees (in whole or part) or terminate this Agreement in its entirety.

18.8. No action taken by CRC pursuant to a Potential Default will:

a) relieve the Research Provider from, or alter or affect, the Research Provider's liabilities or responsibilities whether under this Agreement or otherwise according to law; or

b) prejudice CRC's rights against the Research Provider whether under this agreement or otherwise according to law.

Termination or reduction for convenience

18.9. If the Department terminates the Head Agreement, reduces the funding payable to CRC under the Head Agreement, or reduce the scope of an Activity or amount of the Fees at any time, CRC may immediately terminate this Agreement, reduce the scope of the Activity or amount of the Fee accordingly by giving written notice to the Research Provider.

18.10. Upon receipt of a notice of termination or reduction from CRC pursuant to this clause, the Research Provider must:

a) cease carrying out the Activity to the extent specified in the notice;

b) take all available steps to minimise any Losses resulting from that termination or reduction;

c) continue carrying out those parts of the Activity not affected by the notice;

d) refund any Fees received by the Research Provider in accordance with clause 8.

18.11. Where there has been a termination under clause 18.9, CRC will only be liable for:

a) costs properly incurred in relation to the Activity under this Agreement before the effective date of termination; and

b) reasonable costs incurred by the Research Provider and directly attributable to the termination.

18.12. Where there has been a reduction in the scope of the Activity, CRC's liability to the Research Provider for payment of the Fee will be reduced accordingly.

18.13. CRC will not be liable to pay any costs to the Research Provider under this Agreement in excess of the maximum amount of Fee payable to the Research Provider under this Agreement.

18.14. The Research Provider will not be entitled to compensation for loss of prospective profits.

18.15. The termination of this Agreement under clause 18.9 does not discharge any right that a party may have for any prior breach of this Agreement.

Dealing with the Fee on termination or suspension

18.16. On termination of this Agreement, or for the duration of any suspension of dealings with the Fees, the Research Provider must only deal with the Fee in accordance with CRC's directions and must cease all dealings with the Fee. If CRC does not provide any directions the Research Provider must not deal with the Fee.

18.17. CRC may end the suspension of dealings with the Fees by written notice to the Research Provider, subject to such preconditions (including variations to this Agreement) which CRC may require.

18.18. CRC will not be obliged to pay any part of the Fees to the Research Provider during any period of suspension of dealings with the Fee or, subject to clause 18.9, after the termination of this Agreement.

Deemed termination for convenience

18.19. A termination for cause which is determined by a competent authority not to be properly a termination for cause, is in the alternative a termination for convenience under clause 18.9, which termination has effect from the date of the notice of termination referred to in clause 18.1 or 18.7 (as the case may be), and the Research Provider's sole rights in such circumstances will be only those set out in clauses 18.9-18.15.

Termination of this Agreement and Activity Schedules

18.20. If the parties are unable to agree the details of an Activity Schedule and/or the adjusted Fee as set out in Annexure B, either Party may terminate the Agreement upon thirty (30) days' notice.

18.21. For the avoidance of doubt an Activity Schedule may be terminated without the termination of this Agreement.

Survival of provisions

18.22. Termination or expiry of this Agreement for any reason does not extinguish or otherwise affect any rights of either party against the other which:

a) accrued prior to the time of termination or expiry; or

b) otherwise relate to or may arise at any future time from any breach of non-observance of obligations under this Agreement which arose prior to the time of termination or expiry.

18.23. All clauses intended by the Parties to survive termination or expiration, or which by their nature should survive, will remain in effect after termination or expiration of this Agreement.

19. Notices

19.1. A Party notifying or giving notice under this Agreement must give notice in writing, addressed to the other Party's contact specified in the Details.

19.2. A notice is deemed to be duly given or made in the case of:

a) delivery in person, when delivered;

b) delivery by post, the third day after posting; or

c) an email when recorded by [illegible] received by the intended recipient.

19.3. If delivery is not made before 5.00 pm on any business day it will be deemed to be received at 9.00 am on the next business day at that place.

20. Compliance with laws and work, health and safety

20.1. In this clause 20:

a) **Notifiable Incident** has the meaning given in section 4 of the WHS Act;

b) **Regulator** means Comcare;

c) **WHS Act** means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law as defined in the WHS Act;

d) **WHS Entry Permit Holder** has the meaning given in the WHS Act;

e) **WHS Laws** means the WHS Act, WHS Regulations and any Code of Practice approved for the purpose of the WHS Act; and

f) **WHS Regulations** means the regulations made under the WHS Act

20.2. The Research Provider must, in carrying out its obligations under this Agreement:

a) comply with all relevant statutes, regulations, by-laws and requirements of any Department, State, Territory or local authority including those arising under the WHS Laws in respect of occupational health and safety;

b) comply with any of the Department's policies as notified, referred to or made available by CRC to the Research Provider in writing;

c) ensure that the Activity is undertaken in a safe manner;

d) ensure that the Personnel do not, by act or omission, place CRC or the Commonwealth in breach of its obligations under the WHS Laws,

and use reasonable endeavours to ensure that its subcontractors comply with same.

20.3. The Research Provider must ensure all Activities conform (and ensure its subcontractors conform) to the principles outlined in the following (or their successor documents):

a) National Health and Medical Research Council / Australian Research Council / Universities Australia, Australian Code for the Responsible Conduct of Research (2007);

b) National Health and Medical Research Council, the Australian Code of Practise for the Care and Use of Animals for Scientific Purposes (2013);

c) as applicable, National Health and Medical Research Council (NHMRC) / Australian Research Council / Universities Australia National Statement on Ethical Conduct in Human Research (2007); and

d) Australian Institute of Aboriginal and Torres Strait Islander Studies, Guidelines for Ethical Research in Australian Indigenous Studies (2011), and

if there is any conflict between a successor document and its predecessor, then the successor document prevails to the extent of any inconsistency. CRC reserves the right to terminate this Agreement, in accordance with clause 18 should there be identified a significant breach of the principles describe in this clause 20.3

20.4. If the Research Provider is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Activity:

a) at the same time, or as soon as is possible in the circumstances, the Research Provider must give notice of such incident, and a copy of any written notice provided to the Regulator, to CRC; and

b) the Research Provider must provide to CRC, within such time as is specified by CRC, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.

20.5. The Research Provider must inform CRC of the full details of:

a) any suspected contravention of the WHS Laws relating to the Activity within twenty-four (24) hours;

b) any cessation or direction to cease work relating to the Activity, due to unsafe work, immediately upon the Research Provider being informed of any such cessation or direction;

c) any workplace entry by a WHS Entry Permit Holder, or an inspector, to any place where the Activity is being performed or undertaken, within twenty-four (24) hours of becoming aware of any such workplace entry; and

d) any proceedings against the Research Provider or its officers, or any decision or request by the Regulator given to the Research Provider or its officers under the WHS Laws, within twenty-four (24) hours.

21. General

21.1. The Research Provider acknowledges that where there is any requirement in this Agreement to obtain CRC's consent, such consent may be conditional upon CRC obtaining the Department's consent.

21.2. Except where this Agreement expressly states otherwise, CRC may give or withhold any approvals or consents, conditionally or unconditionally, in CRC's sole and unfettered discretion.

21.3. This Agreement does not create a relationship of employment, agency or partnership between the Parties. The Parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or

agent of the other Party, unless otherwise expressly stated.

21.4. This Agreement records the Parties' entire agreement, in respect of the matters dealt with in this Agreement and supersedes all earlier agreements and representations that may have been made by CRC about the Activity.

21.5. The Research Provider acknowledges that, notwithstanding any other provision of this Agreement, the Department may disclose information about this Agreement, including Personal Information, required to be reported by the Department.

21.6. The Research Provider must not assign or novate this Agreement in whole or in part without the prior written consent of CRC.

21.7. The Research Provider must obtain CRC's written consent before there is a change in control of the Research Provider.

21.8. A waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right, and is effective only to the extent set out in any written waiver.

21.9. This Agreement may only be varied in writing signed by both Parties, unless CRC advises that a specific variation may be made by written agreement between the parties. For avoidance of doubt, an exchange of emails is sufficient to constitute written agreement.

21.10. The terms in this Agreement override any contrary terms contained in any invoice, purchase order or other documentation issued by the Research Provider for the Activity.

21.11. A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

21.12. This Agreement may be executed in counterparts and the counterparts taken together constitute one and the same agreement.

21.13. This Agreement is governed by the law applicable to the State of Queensland and the parties submit to the jurisdiction of the courts of the State of Queensland.

21.14. The Research Provider must pay all duty (including penalties and interest) assessed or payable in respect of this Agreement and the Activity.

21.15. The Research Provider must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

21.16. CRC may off-set any money due for payment to the Research Provider under this Agreement against any money due for payment by the Research Provider to CRC under this Agreement.

21.17. All copyright and other Intellectual Property Rights or represent the other Party, unless otherwise expressly stated in this Agreement remain the property of CRC.

21.18. Both Parties must keep records of any variations to this agreement..

21.19. The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

21.20. Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

21.21. The Research Provider acknowledges that CRC may pass on any information it receives from the Research Provider to the Commonwealth and the Research Provider acknowledges that giving false or misleading information to the Commonwealth is a serious offence under section 137.1 of the Criminal Code Act 1995 (Cth) (Criminal Code).

21.22. The Research Provider acknowledges that the Commonwealth may require amendments to the terms of the Head Agreement from time to time. The Research Provider hereby irrevocably consents to amending the terms of this Agreement from time to time as required by CRC so that they are consistent with the terms of the Head Agreement as amended from time to time.

22. GST and R&D Tax Incentive

22.1. In this clause 22 words and expressions which are not defined in this Agreement but which have a defined meaning in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning as in that Act.

22.2. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

22.3. If GST is payable by a supplier on any supply made for the purposes of 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.

22.4. To assist certain Research Providers and CRC (where applicable) to claim the R&D Tax Incentive, the Research Provider must expend (or allocate) contributions on (or to) R&D activities, as defined under subdivision 355B section 355-20 of the Income Tax Assessment Act 1997 and maintain records of the date when such expenditure on which R&D activities occurred.

23. Safe and Ethical Research

23.1. When research in Australia is conducted on or involving humans or animals, the Research Provider, in relation to any such research conducted by it or any of its Personnel or subcontractors, must:

a) ensure that the research complies with, and that it observes, all relevant ethics codes and guidelines adopted by the National Health and

Medical Research Council, the Office of the Gene Technology Regulator, the Therapeutic Goods Administration or other regulatory agencies operating in Australia and any place in which the research is being conducted

b) when conducting research in Australia which involves the use of ionising radiation, ensure that persons performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority; and

c) whenever reasonably required by CRC, promptly furnish to CRC written evidence of compliance with the requirements of this clause.

23.2. The Research Provider must ensure that research conducted by it and each Personnel or subcontractor conforms to the principles outlined in the following and their successor documents:

a) the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2018); and

b) if applicable, the NHMRC/ARC/AVCC National Statement on Ethical Conduct in Human Research (2007, as updated in 2018).

23.3. The Research Provider must ensure that it and each subcontractor:

a) promotes the responsible conduct of research;

b) maintains high standards of responsible research;

c) reports research responsibly;

d) respects all research participants;

e) respects animals used in research;

f) respects the environment; and

g) reports research misconduct.

23.4. The Research Provider must have, and must ensure that each subcontractor has, procedures in place for dealing with instances of suspected or alleged research misconduct which are consistent with the principles referred to in clause 23.