



**NCSEHE**

National Centre for Student  
Equity in Higher Education



**Curtin University**

# STUDENT EQUITY IN HIGHER EDUCATION RESEARCH GRANTS PROGRAM

2017 Funding Round Instructions for Applicants

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# Advertisement

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National Centre for Student Equity in Higher Education (NCSEHE)  
Curtin University  
ABN 99 143 842 569

Student Equity in Higher Education  
Research Grants Program  
2017 Funding Round

## **Request for Research Proposals**

The NCSEHE invites proposals from high quality researchers and equity practitioners to conduct policy-relevant research aimed at supporting and informing policy and practice on student equity in higher education.

Funding for several research projects is available through a competitive selection process. It is anticipated that the majority of grants will be for between \$30,000 and \$40,000, although other amounts may be considered. Grants will commence in September 2017 and must be completed within 12 months (closing October 2018).

Instructions for applicants can be obtained from the NCSEHE website at [ncsehe.edu.au/grants/2017-funding-round/](http://ncsehe.edu.au/grants/2017-funding-round/) or by contacting Professor John Phillimore on +61 8 9266 2849 or via email [ncsehe@curtin.edu.au](mailto:ncsehe@curtin.edu.au)

**Proposals must be submitted by 5pm Western Standard Time  
on Friday 21 July 2017**

# Lodgement details

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## Key dates

Opening of 2017 research grant round	Monday 22 May 2017
Closing time and date for proposals	5 pm WST Friday 21 July 2017
Acknowledging receipt of proposals	On receipt of proposal via email
Consideration by NCSEHE and NCSEHE Advisory Committee	21 July to 4 August 2017
NCSEHE Advisory Board confirmation of projects	11 August 2017
Notification of outcomes of selection process	14 August 2017
Contract finalisation	September 2017
Project completion and acquittals	26 October 2018

## Submission details

Extensions beyond the above closing date will not be granted under any circumstances. No additional material or information will be accepted after the closing date.

Proposals must be submitted electronically in **PDF and Word document format**, via email, to: [ncsehe@curtin.edu.au](mailto:ncsehe@curtin.edu.au)

NCSEHE will acknowledge receipt of proposals by email immediately following receipt of the application. If applicants have not received acknowledgement by 24 July 2017, they should contact NCSEHE immediately. It is the responsibility of the applicant to ensure their proposal has been received by NCSEHE.

## Proposal template

Proposals **must** be completed using the *Proposal Template* provided with this information kit on the NCSEHE website at [ncsehe.edu.au/grants/2017-funding-round/](http://ncsehe.edu.au/grants/2017-funding-round/)

Please refer to Section 2 of this information kit for guidelines regarding the format and content requirements of the proposal.

## Privacy

NCSEHE will take all reasonable measures to ensure that any personal information<sup>1</sup> contained in a proposal will be dealt with in accordance with the provisions of the *Privacy Act 1988 (Cth)*.

No applicant shall provide any information, make any statement or issue any document or other written or printed material concerning their application to any of the media without the prior written approval of NCSEHE.

## Queries

If you have any questions in relation to these instructions please contact:

Professor John Phillimore  
Program Director - Research  
National Centre for Student Equity in Higher Education  
Curtin University  
GPO Box U1987  
PERTH WA 6845  
Tel +61 8 9266 2849 or 0414 276 104  
Fax + 61 8 9266 3658  
Email [ncsehe@curtin.edu.au](mailto:ncsehe@curtin.edu.au)  
Web [ncsehe.edu.au](http://ncsehe.edu.au)

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<sup>1</sup> Personal information includes: personal, sensitive and/or health information as defined in the *Privacy Act 1988 (Cth)*.

# Section 1: Statement of requirement

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## 1.1 Background

The National Centre for Student Equity in Higher Education (NCSEHE) is a research and policy centre funded by the Australian Government Department of Education, and based since 2013 at Curtin University. It aims to inform equity policy design, implementation, and institutional practice in Australia to improve higher education participation and success for marginalised and disadvantaged people.

NCSEHE's objectives are to:

- be at the centre of public policy dialogue about equity in higher education, and
- 'close the loop' between equity policy, research and practice by:
  - supporting and informing evaluation of current equity practice with a particular focus on identifying good practice
  - identifying innovative approaches to equity through existing research and the development of a forward research program to fill gaps in knowledge, and
  - translating these learnings into practical advice for decision makers and practitioners alike.

Whilst the Centre's focus is equity in higher education, the work of the Centre will not be limited to the issue of low-SES participation; rather it will focus on equity issues as they relate to a range of marginalised and/or disadvantaged groups in Australia.

The NCSEHE employs its own research staff, but also operates a competitive research grant program, in order to encourage and build upon the research expertise that already exists across Australia in higher education student equity issues.

## 1.2 Research Priorities

We invite applications on any relevant topic but particularly invite applications on topics such as:

- *Potential impact of changes in student financial support on equity students*
- *Innovative analysis of graduate outcomes for equity students*
- *Equity trends in, and equity implications of, the increase in postgraduate education*
- *The impact of local communities in influencing and increasing equity participation*

In all cases, we are particularly interested in proposals that do one or more of the following:

- Employ innovative use of existing data sources, or identify and use new data sources, to analyse the issues above.
- Take a comparative approach, internationally, inter-state, or institutionally, to understand the issues identified above, and
- Adopt an interdisciplinary and policy-focused approach.

All proposals should be able to identify one or more student equity groups affected by the research. These groups are listed in the proposal template.

**Please note that research funds cannot be used to develop teaching tools or programs, to evaluate courses or to purchase equipment such as computers.**

In this third funding round, grants will normally be between \$30,000 and \$40,000 each. Applicants are required to complete their work within a twelve month time period, with a view to publication in 2018. As such, the primary deliverable for each project is a research paper which can be published by the Centre. This can form the basis for an academic journal publication at a later date.

## 1.3 Who can submit proposals

NCSEHE invites proposals from suitably qualified and experienced researchers and equity practitioners. NCSEHE is keen to encourage collaborative proposals involving researchers and practitioners from a wide range of disciplines. Proposals are welcome from higher education institutions. Proposals from other research organisations may be considered; interested applicants should contact the Research Program Director, Professor John Phillimore, in the first instance.

Researchers or research teams would be expected to have a mix of skills including:

- A strong understanding and appreciation of the broad policy context in which the Australian higher education sector operates, and its linkages to school, labour market and/or broader social policy issues relating to equity.
- A proven ability to conduct quantitative and/or qualitative research.

- Demonstrated research and analytical expertise in one or more of the social, economic, education or behavioural science disciplines.
- The capacity to use multi-disciplinary approaches to add breadth to analysis where appropriate.
- Ability to disseminate findings to lay audiences.

While the research topic must be framed in an Australian context, suitable international collaboration, expertise and comparative work may be appropriate.

Successful applicants will be required to enter into a contract with Curtin University (host of the NCSEHE) of up to 12 months duration, commencing around September 2017. Researchers must be capable of providing consistent high-quality and timely research services for that period.

Researchers can submit (or be listed on) more than one proposal, but funding a researcher for more than one project at a time will only occur in exceptional circumstances.

NCSEHE is not itself eligible to compete for funds from this funding round.

## 1.4 Outputs

NCSEHE is seeking from applicants a detailed outline of the research project and outputs proposed, including milestones.

An important aspect of NCSEHE's research program is the dissemination of research findings to appropriate audiences. Outputs from the research project are expected to include a report that can engage stakeholders. A commitment to work with NCSEHE regarding dissemination ideas and activities for the project is required. This will include the acknowledgement of NCSEHE funding for the project.

## 1.5 Funding available

Funding for several research projects is available through a competitive selection process. It is anticipated that the majority of grants will be between \$30,000 and \$40,000 per project, although other amounts may also be considered.

Funding allocations will not necessarily be of equal value between each of the successful applicants. NCSEHE reserves the right to negotiate budgets with preferred applicants based on NCSEHE's overall requirements.

## 1.6 Related research

Applicants should not duplicate existing research. However, they are encouraged to ensure proposals build on the current body of knowledge, including their own current research.



## 1.7 Timeframe

Successful applicants will be engaged to provide research services to NCSEHE for approximately 12 months, commencing around September 2017. Projects must be concluded and acquitted before 26 October 2018.

## 1.8 NCSEHE contracts

Acceptance of a proposal will be subject to negotiation and execution of a contract, a draft copy of which is included as the Appendix.

NCSEHE may accept the whole or part of the proposal offered. The final project will be defined in negotiation with the successful applicants.

## 1.9 Quality assurance processes

The following is a summary of the range of quality assurance processes undertaken by NCSEHE. These processes should be taken into consideration when planning projects, timelines, outputs and dissemination activities:

- Progress reports and discussion with NCSEHE at negotiated points during the term of the research project will be required, including reporting on specified milestones. The progress reports provide NCSEHE with an opportunity to review and comment on the scope of the research, the methodology and research instruments being used, and any emerging issues.
- Where a research report is a contracted output, NCSEHE will require submission of **edited** draft reports, which will be reviewed by NCSEHE and an independent reviewer of NCSEHE's choice. Written feedback will be given to the researcher to act upon prior to submission of subsequent drafts. Approximately 4 to 6 weeks should be allowed in timeframes for the return of review comments.
- Research reports will be required to be written in an 'easy to read' and accessible manner. A report template will be provided to ensure that NCSEHE house style is followed.
- While many reports are rich in content they often require extensive editing before publication. **NCSEHE requests that researchers arrange for an editor to proof read the final report before submission to NCSEHE.**
- For all projects that are quantitative in focus, researchers must have a system for assuring the quality of the data they report and for **conducting final data checks prior to submission of the report to NCSEHE.** If the program of research involves developing and conducting a survey, researchers are to lodge the final data set to NCSEHE, with a view to making the data available to future researchers.
- NCSEHE requires ongoing dialogue with researchers regarding progress and direction of projects, including discussions about the ways in which the impact of the research can be maximised.
- In negotiation with NCSEHE, researchers may be required to make presentations at seminars, meetings or events. Where NCSEHE has requested

this, the researchers may be asked to provide their time and NCSEHE will cover reasonable associated costs.

This list is not exhaustive and NCSEHE reserves the right to negotiate additional requirements where appropriate at the time of contracting.

## 1.10 Use of data sets

### Confidentialised Unit Record Files (CURFs)

Researchers requiring the use of Australian Bureau of Statistics (ABS) CURFs can apply for CURFs through the ABS MiCRO online registration. The [CURF Microdata user guide](#) is available via the ABS website.

Researchers can [apply](#) for CURFs in two ways:

- You can apply for access to a CURF that your organisation has already been approved to use. If your access is approved, there is no cost associated with this access as your organisation has already purchased and gained access to the CURF.
- You can apply to access a CURF that your organisation is not already approved to use. This access will require approval from the Deputy Statistician and, if approved, will incur a cost. See current [CURF pricing](#) available from the ABS website.

Researchers requiring the use of CURFs in their research will need to cost them into their budget if their home institution does not already own them. No CURF data may be retained by the researcher after the research is completed.

### Surveys

Projects are expected to make use of extant data sources wherever possible. A strong case will need to be made for primary data collection via a survey, based on the absence of available data and the methodological soundness of the proposed collection.

Where projects entail a structured survey the contractor will be asked to do two things as part of their contractual obligations with NCSEHE:

1. Provide a survey technical report to NCSEHE on the survey methodology, addressing issues including (as applicable):
  - Scope and coverage of the survey
  - Sampling frame, sample design, response rates, non-response bias, confidence limits and weighting
  - Questionnaire design, including final questionnaires and other relevant documentation (e.g. approach letters to respondents)
  - Data quality, including interviewer training, editing and quality checks, non-sampling errors.

The survey technical report may also contain recommendations for revisions to the methodology where another survey is contemplated in the future.

2. Provide a clean and fully labelled unit record file from the survey to NCSEHE. This file will be in an agreed format (e.g. SPSS or SAS). This file must not include respondents' names and addresses. The file is to be accompanied by a Users' Guide that provides documentation sufficient to enable both NCSEHE staff and external users to work with the data and replicate the results contained in the final report. This guide should contain a weighted and unweighted frequency count for each variable on the file.

The costs of providing these survey technical reports should be included in the budget submitted to NCSEHE.

## 1.11 Research ethics

Projects undertaken by researchers employed by the higher education sector are guided by the National Health and Medical Research Council/Universities Australia Joint Statement and Guidelines on Research Practice and individual university policy and procedures. Most researchers associated with universities will be required to obtain ethics clearance for projects, and the outcomes of this process will form part of the contract milestones.

**State and territory training authorities:** Researchers should bear in mind that there may be state/territory protocols that need to be followed when conducting research involving VET institutions in their jurisdictions.

**Secondary schools:** Researchers should bear in mind that any research involving schools requires the gaining of an ethics approval from the Department of Education in each state and territory before the project can proceed.

## 1.12 Selection process

NCSEHE has established an Advisory Committee to assist with the selection process. The Advisory Committee includes academics, senior managers and equity practitioners from a range of Australian universities.

Following the closing date, the Advisory Committee will evaluate all proposals against the selection criteria (see paragraph 1.13).

It is anticipated that successful applicants will be notified in August 2017, and contract negotiations finalised soon thereafter, with commencement no later than September 2017.

Unsuccessful applicants will be notified in August 2017.

## 1.13 Selection criteria

Applicants must address each of the selection criteria and use the guidelines (Section 2) and proposal template provided with this information kit.

In evaluating proposals, the NCSEHE will:

- consider the selection criteria

- assess the overall risk to the NCSEHE of engaging the researchers identified in the proposal. This will include an evaluation of prior or current work undertaken for NCSEHE, with a focus on the quality and timeliness of such work
- consider the extent to which the proposal builds on previous or concurrent research
- take into account the balance of proposals across the research priorities and equity groups.

## Selection criteria

<p><b>a. Proposed research project</b></p>	<p>a. The overall purpose and scope of the proposed research and the extent to which it will add to the current body of knowledge.</p> <p>b. The alignment and contribution of the research proposal to the Centre’s research priorities.</p> <p>c. The anticipated impact on policy and practice</p>
<p><b>b. Research questions, methodology and timeframe</b></p>	<p>a. The quality and suitability of the proposed research methodology against the research questions proposed.</p> <p>b. The approaches are clearly specified and realistic.</p> <p>c. The extent to which the proposal is grounded in theory and previous research.</p> <p>d. The existence of clear and achievable milestones.</p>
<p><b>c. Research experience, expertise &amp; related research</b></p>	<p>a. The researcher (s) can collectively demonstrate knowledge and application of proposed analytical techniques and methodologies and an ability to use these to produce quality research.</p> <p>b. The skills and experience of the researcher (s), including allocations of team members’ time and contribution to the project, are clearly identified.</p> <p>c. Evidence of the applicant’s understanding of the key issues and relevant research.</p>
<p><b>d. Project quality assurance and risk management</b></p>	<p>a. The existence and effectiveness of project management, quality assurance and risk management processes to ensure production of timely, relevant and high quality research. Proposals will be evaluated on the capacity to adhere to the timelines proposed.</p> <p>b. Demonstrated willingness to work co-operatively with NCSEHE and be pro-active in negotiating the nature of the research and its outputs, evidence of future application and dissemination activities.</p> <p>c. A demonstrated capacity to be flexible, and to work collaboratively across sectors and with industry and other key stakeholders.</p>
<p><b>e. Value for money</b></p>	<p>a. The total budget will be considered against the overall quality and depth of the research project proposed.</p>
<p><b>f. Research team composition and skills</b></p>	<p>a. Research teams would be expected to have a mix of skills and demonstrated research and analytical expertise, therefore cross-disciplinary teams would be considered favourably.</p> <p>b. The composition of the research team provides opportunities for the development of early career or new researchers to the tertiary education sector.</p>

	<ul style="list-style-type: none"><li>c. The capacity to use multi-disciplinary approaches to add breadth to analysis, where appropriate, would be considered favourably.</li><li>d. The availability of research team members for the project in light of other commitments they may have.</li></ul>
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# Section 2: Guidelines for proposals

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## 2.1 Proposal format requirements

The *Proposal Template* provided in conjunction with this information kit on the NCSEHE website at <https://www.ncsehe.edu.au/grants/2017-funding-round/> must be used when preparing the proposal.

**Note: Failure to strictly follow the template may result in disqualification of the proposal.**

The proposals must be presented as follows:

- maximum 8 pages (excluding coversheet and principal researcher/s CVs)
- single space typing
- standard margins (as set in the template)
- 11-point Arial type face
- A4 page size only
- using the coversheet on the proposal template (a covering letter is not required)
- PDF and Word document format.

## 2.2 Proposal content guidelines

Guidelines for completing each section of your proposal are offered here. It is the responsibility of applicants to ensure proposals meet the requirements for criteria outlined in Section 1 paragraph 1.13 of the information kit.

Proposals must be clear, concise and sufficiently comprehensive to allow full analysis of the proposed research without reference to additional material. The proposal should be written for a broad audience.

All sections must be completed for your proposal to be considered.

### Sections 1 – 4: Outline of overall research program and intended purpose and outcomes

This section must cover the overall scope and depth of the proposed research, including:

- A brief abstract of the research project.
- Indication of the specific equity group(s), aspects of engagement and methodology being addressed. Proposals are limited to studies of student equity in Australian higher education, although comparative work with other

educational sectors or systems is welcomed. All proposals must be able to identify their relevance in relation to higher education equity groups, aspects of engagement and relevant methodologies. Proposals can nominate multiple options in each of the three options.

- A detailed outline of the proposed research project and outcomes. Highlight the importance of the proposed topic in the context of current student equity practice and/or policy in Australian higher education, and how it relates to the research priorities identified in *Section 1*, paragraph 2.2 above.
- Key research topics and questions to be addressed – ensure your questions relate directly to the project purpose.
- Methodology – describe in detail the methodologies proposed for the research. Projects are expected to make use of extant data sources wherever possible. A strong case will need to be made for:
  - Primary data collection via a survey, based on the absence of available data and the methodological soundness of the proposed collection, or
  - Methodologies that rely heavily on canvassing the views of stakeholders.
- Timeframe – outline a proposed and realistic timeline for the conduct of the project. This should include project milestones which can be reported against in progress reports. The timeframes for the projects will depend on the nature of the research proposed but must not exceed the calendar year. Projects that can be delivered in shorter timeframes are welcome. In preparing their proposals, applicants should take into account any potential delays which may be required for ethics approvals.
- Deliverables – describe the proposed products and outputs intended from the project. These will normally include a research report but other materials or presentations are permitted.

## Section 5: Research experience and expertise

Proposals must provide names of individual researchers (including the chief researcher), list their research and analytical skills and their suitability and availability to conduct the research proposed.

Please provide brief details of related research conducted by the applicant and the organisation within the previous three years. Research proposals must not duplicate existing or current research conducted by the applicant or others, although it can build on such research.

A brief resume and referees list (limit one page per each individual) can be provided in an appendix.

### Requirements for research teams or consortia

A proposal submitted by a research team from within one university, or a consortium from different organisations, will only be considered if:

- a single point and lead contact for the research team/consortium is specified
- the proposal clearly specifies the details of all members of the research team/consortium



- each member of the consortium signs a declaration permitting the lead contact to act on its behalf (this is to be attached to your proposal in an appendix)
- the proposal clearly specifies that the consortium will, if successful, subsequently enter into a contractual relationship with NCSEHE through one legal entity.

## Section 6: Organisation details

Include a brief paragraph outlining the details for each of the major organisations involved.

## Section 7: Quality assurance and project management

Provide detail of how project management processes and infrastructure will provide the necessary capacity to deliver a timely well-managed research program with its associated products.

Detail the quality assurance processes that would be in place to ensure research is rigorous and timely.

If the proposal is for a program that includes major quantitative components please identify what steps you will take to check the data.

## Section 8: Risk management

A risk management plan should identify major risks associated with the conduct of the research and preparation of outputs. Researchers should consider how other commitments will affect the conduct and completion of NCSEHE funded research. Applicants should also consider how research teams propose to manage internal team arrangements to ensure communication, coordination, mentoring of new researchers, quality assurance and timeliness.

At a minimum, the risks associated with the following key areas must be identified, analysed and strategies detailed to mitigate impact on NCSEHE projects.

- The possible loss of key researchers (including proposed leave or secondment arrangements, other work commitments)
- Project management and coordination (especially important for research teams where members are spread across organisations/states)
- The methodology (survey development/clearance, sample identification and response rates)
- Adherence to timelines

## Section 9: Budget

It is anticipated that the majority of grants will be for projects between \$30,000 and \$40,000 (excluding GST), but other amounts may be considered. NCSEHE reserves the right to negotiate differing amounts with preferred applicants based on NCSEHE's overall requirements.

Using the table provided in the template, the detailed budget items must cover:

- Research staff – indicate daily rate and number of days to be spent on the research project. Those stated as principal researchers should contribute a substantial proportion of the time allocated to the research.
- Clerical and other support staff – indicate daily rate and number of days to be spent on the NCSEHE research project (include staff playing coordination/support roles – especially important for research teams across different organisations).
- Specify any quality assurance costs (i.e. editing, proof reading reports). Note, if substantial editing is still required, NCSEHE will withhold funds to cover this expense.
- Data extraction / data gathering costs.
- Costs associated with the survey technical report requirements as outlined in *Section 1* paragraph 1.10 if applicable.

Funds cannot be used for the purchase of computers, or for travel (without special permission).

In view of the equity focus of the research, Curtin University has waived normal overhead costs for the NCSEHE and would welcome a similar commitment from applicants.

The budget does not need to include costs for the production and printing associated with research reports.

## Goods and services tax (GST)

GST applies to services provided to NCSEHE and NCSEHE will cover the cost of the GST component as long as:

- the contractor has been assigned an Australian Business Number (ABN) and is registered for GST purposes with the Australian Taxation Office (ATO), and
- tax invoices are submitted in accordance with the guidelines established by the ATO and clearly identify the GST component of the service.

The ATO has stated that all businesses require an ABN, regardless of whether the business is required to register for GST or not.

It is expected that researchers/research organisations will make contact with the ATO to apply for an ABN, and register for GST.

NCSEHE requires all researchers/research organisations to submit invoices which clearly state their ABN and which clearly identify the GST component of the service provided to NCSEHE. If an ABN is not stated, we are obliged to withhold 46.5% of the payment and remit this to the tax office. For further information visit the ATO website at [www.ato.gov.au](http://www.ato.gov.au).

END OF DOCUMENT



# Section 3: Appendix

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## Subcontractor Agreement

**Curtin University**

ABN 99 143 842 569

and

**[Name]**

ABN [Number]

**Project Title [Title]**

**THIS AGREEMENT** is made on  
**BETWEEN:**

2017

- (1) **Curtin University** ABN 99 143 842 569, a body corporate incorporated under the *Curtin Act 1966* (WA) of Kent Street, Bentley, Perth, WA 6102 ("**Curtin**"); and
- (2) **XXX** ABN XXX of ADDRESS (the "**Subcontractor**").

**RECITALS:**

- (A) Curtin has entered into an agreement with the Commonwealth Department of Industry, Innovation, Climate Change, Science, Research and Tertiary Education (the "**Department**") in connection with the National Centre for Student Equity in Higher Education (the "**Centre**").
- (B) The Project as outlined under this Agreement aligns with the objectives of the Centre.
- (C) Curtin is willing to engage the Subcontractor to undertake the Project, subject to the terms and conditions set out below.

**THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement, unless the contrary intention appears:

**"Agreement"** means this agreement for the provision of services by the Subcontractor to Curtin on a subcontractor basis.

**"Background Intellectual Property"** or **"Background IP"** means the Intellectual Property identified by the Parties in Schedule 1, which was in existence prior to or is first produced outside of work pursuant to this Agreement and which the Party is free to disclose to the other Party without being in breach of any obligation to a third party, except that in the case of inventions in those identified items, the inventions must have been conceived outside of this Agreement and not first actually reduced to practice under this agreement to qualify as Background Intellectual Property.

**"Budget"** means the budget for the Project as set out in Schedule 2.

**"Business Day"** means:

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.

**"Commencement Date"** means the date set out in Schedule 1 of this Agreement.

**"Copyright"** means the exclusive right in relation to a created work, to reproduce, publish, perform in public, electronically communicate to the public, assert moral rights as the creator and adapt such work.

**"Curtin Representative"** means the individual nominated by Curtin in clause 21 of this Agreement to act as its principal liaison person for the purposes of this Agreement, or such other person as Curtin may subsequently designate by notice in writing to the Subcontractor.

**"Deliverables"** means products and services which are to be developed by the Subcontractor for Curtin pursuant to this Agreement, more particularly set out in Schedule 2.

**"Department"** means the Commonwealth Department of Industry, Innovation, Climate Change, Science, Research and Tertiary Education.

**"Force Majeure"** means an event beyond the control of a Party which prevents that Party from performing its obligations under this Agreement on time or at all, including but not limited to, act of God, compliance with law, storm, flood, earthquake, war, national or international acts of terrorism or other acts of international violence which impose risks on international travel by a Party and its employees, agents and contractors, rebellion, revolution or strike or any other event, happening or occurrence beyond the reasonable control of any party.

**"Grant"** means the amount payable by Curtin to the Subcontractor pursuant to this Agreement, as specified in Schedule 2 exclusive of GST.

**"GST"** means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on supply.

**"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"GST Regulations"** means *A New Tax System (Goods and Services Tax) Regulations 1999* (Cth).

**"GST law"** has the same meanings as in the GST Act.

**"Tax Invoice"** and **"Adjustment Note"** must contain information as the GST Act and the GST Regulations specify.

**"Intellectual Property Rights"** or **"IPR"** means all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**"Key Personnel"** means individuals nominated in Schedule 2 of this Agreement who are to be personally involved in the provision of the Services.

**"Material"** means any document, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same.

**"Milestone Dates"** means the dates specified in Schedule 2 of this Agreement for completion of the Services, including any interim stages.

**"Party"** means either the Subcontractor or Curtin as the context dictates.

**"Project"** means the project as specified in Schedule 2.

**"Project Material"** means all Material:

- (a) Brought into existence for the purpose of performing this Project including the Project plan (if any) and the Reports;
- (b) Incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) Copied or derived from Material referred to in paragraph (a) or (b).

**"Report"** the reports referred to in Schedule 2 which form part of the Deliverables.

**"Services"** means the services to be provided by the Subcontractor as specified in Schedule 2.

**"Specified Acts"** means any of the following acts or omissions by or with the authority of Curtin or the Commonwealth of Australia in relation to the Material:

- (a) Using, reproducing, adapting or exploiting all or any part of the Material, with or without the attribution of authorship;

- (b) Supplementing the Material with any other material;
- (c) Using the Material in a different context to that originally envisaged;

but not including false attribution of authorship.

**“Subcontractor Representative”** means the person nominated by the Subcontractor in clause 18 of this Agreement to act as its principal liaison person for the purposes of this Agreement.

**“Subcontractor”** includes the officers, employees, agents and subcontractors of the Party so specified in this Agreement.

**“Term”** means the term of this Agreement as stated in Schedule 1, any extended Term or such further period of time as is agreed in writing between the Parties.

**“Third Party Material”** means any Material incorporated or supplied with a Report in which the IPRs are owned by a third party alone or jointly with any other party.

## 1.2 Interpretation

The following rules apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this Agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The recitals (if any) to this Agreement do not form part of the Agreement.
- (h) Headings are for convenience only, and do not affect interpretation.

## 1.3 Business Days

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

## 2. **SERVICES**

### 2.1 **Nature of Services**

The Subcontractor will provide the Services on the terms set out in this Agreement.

### 2.2 **Timeframe for delivery of Services**

The Subcontractor will supply the Deliverables and otherwise complete the Services within the timeframe specified in Schedule 2.

## 3. **SUBCONTRACTOR'S OBLIGATIONS**

### 3.1 **Use of the Grant**

- (a) The Grant must only be spent on the Project in accordance with the Budget.
- (b) Receipt and expenditure of the Grant must be identified separately within the Subcontractor's accounting Records so that at all times the Grant funds are identifiable and ascertainable.
- (c) The Grant must not be used;
  - (i) To fund any capital works, construction or building activities, including the refitting or upgrade of any existing building;
  - (ii) On expert advice that has already been provided or is available through government businesses or a government project;
  - (iii) For marketing in relation to the Subcontractor;
  - (iv) For travel;
  - (v) To provide gifts or bonuses for the Subcontractor's officers, employees, subcontractors or agents;
  - (vi) For the preparation of, or in the course of, any litigation; or
  - (vii) For any purchase or other activity for which the Subcontractor is being provided with other Commonwealth, State or Territory funding.

### 3.2 **Warranty of financial liability**

The Subcontractor warrants and represents that it is financially viable and has the necessary relevant expertise and appropriate types and amounts of insurance to perform its obligations in relation to the Services.

### 3.3 **Specific obligations**

- (a) The Subcontractor will be responsible for the provision of the Services for the duration of the Term and will perform all tasks and attend to all matters necessary for, or ancillary to, the performance of the Services diligently, effectively and to a high professional standard.
- (b) Day-to-day liaison between the Parties in relation to the Services will be conducted between the Curtin Representative and the Subcontractor Representative.
- (c) The Subcontractor will submit to Curtin the Reports in respect of the Services at the times, form and manner described in Schedule 2. The format of such Reports will be as agreed between the Curtin Representative and the Subcontractor Representative or otherwise as is reasonable in the circumstances.
- (d) The Subcontractor will ensure that it utilizes the Key Personnel in the provision of the Services. If the Key Personnel become unavailable for any reason, the Subcontractor must obtain the prior approval of Curtin (which will not be unreasonably withheld) for the substitution of alternative personnel. Curtin reserves the right not to approve a change of Key Personnel in the absence of compelling personal circumstances affecting the individual concerned.



- (e) In the discharge of its duties, the Subcontractor will comply with all reasonable resolutions, regulations and directions of Curtin as may be given from time to time as to the nature and scope of the Services to be provided. The foregoing will not affect the Subcontractor's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with such resolutions, regulations and directions or otherwise to comply with its obligations under this Agreement.

#### 3.4 **Acquittal and Repayment of funds**

- (a) If at any time an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment then this amount must be repaid to Curtin within 20 business days of a written notice from Curtin, or dealt with as directed in writing by Curtin; or
- (b) An overpayment may be recovered from the Subcontractor, including by offsetting that overpayment against any amount subsequently due to the Subcontractor under this Agreement.
- (c) The Subcontractor must repay to Curtin any funds which are not properly acquitted, or which remain unspent or not committed or which have been spent for purposes other than the specified purposes, within one month after the termination or expiry of this Agreement.
- (d) The Subcontractor must supply an acquittal Report to Curtin at the times specified in Schedule 2 or as reasonably required by Curtin from time to time which must contain at minimum:
  - (i) A certificate signed by the chief financial officer, director of the research office or equivalent that all the Grant was expended for the Project and in accordance with this Agreement;
  - (ii) An audited detailed statement of income and expenditure in respect of the Grant which must include a definitive statement as to whether the financial accounts are true and fair; and
  - (iii) An audit statement that the Grant was expended for the Project and in accordance with this Agreement.
- (e) The audits referred to above must be carried out by a person who is registered as a company auditor under the *Corporations Act 2001* or a member of the Institute of Chartered Accountants in Australia (who is entitled to use the letters CA or FCA), or of CPA Australia (who is entitled to use the letters CPA or FCPA) or the Institute of Public Accountants (who is entitled to use the letters MNIA, FNIA, PNA or FPNA) and who is independent of the team undertaking the Project.

#### 3.5 **Records and Access**

- (a) The Subcontractor will maintain true and correct records in connection with the work and transactions related thereto and will retain all such records for at least seven (7) years after termination of this Agreement.
- (b) The Subcontractor must at all reasonable times give Curtin or any person authorised in writing by Curtin, reasonable access to the Subcontractor's employees, premises and the Material, and reasonable assistance to inspect, locate and make copies of the Material and records relevant to the Project, conditional upon reasonable prior notice to the Subcontractor and compliance by Curtin with the reasonable security procedures of the Subcontractor.

#### 3.6 **Protection of Personal Information**

- (a) The Subcontractor agrees to comply with all the requirements of the Privacy Act (including the Australian Privacy Principles) as amended from time to time in relation to any act or omission in connection with this Agreement, as if the Subcontractor were an agency as defined in the Privacy Act.

- (b) The Subcontractor must at all reasonable times give the Privacy Commissioner (meaning the Office of the Privacy Commissioner, established under the Privacy Act, including any other entity that may, from time to time, perform the functions of that Office), reasonable access to the Subcontractor's employees, premises and the Material, and reasonable assistance to inspect, locate and make copies of the Material and records relevant to the Project, conditional upon reasonable prior notice to the Subcontractor and reasonable security procedures.

#### 4. **INTELLECTUAL PROPERTY**

- 4.1 The IP in the Project Material shall vest in Curtin immediately upon their creation.
- 4.2 Where the Project Material incorporates Third Party Material the Subcontractor grants to Curtin a permanent, irrevocable, free, world-wide, non-exclusive license (including the right to sub-license) to use, reproduce, adapt and exploit the IPR in the Third Party Material for any purpose .
- 4.3 Curtin grants to the Subcontractor a permanent, irrevocable, free, world-wide, non-exclusive license (including the right to sub-license) to use, reproduce, adapt and exploit the IPR in the Project Material for any purpose.
- 4.4 The Subcontractor:
  - (a) Warrants, that it is entitled, or will be entitled at the relevant time, to deal with the IPR in the Project Material (including any IPR in Third Party Material) in accordance with this clause;
  - (b) Agrees to obtain from each author of the Project Material a written consent to the performance of the Specified Acts by Curtin, the Commonwealth or any person licensed by Curtin or the Commonwealth to use, reproduce, adapt and exploit the Project Material; and
  - (c) Agrees to provide to Curtin upon request the executed original of each consent.

#### 5. **ACKNOWLEDGEMENTS, PUBLICATIONS AND PUBLICITY**

- 5.1 The Subcontractor must acknowledge the contribution made by the Centre and the Commonwealth to the Project in all related promotional material. In particular the Subcontractor should ensure that:
  - (a) The acknowledgement is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
  - (b) Any formal statement issued in relation to any aspect of the Project including speeches, media releases, brochures, should make reference to the Centre and the Commonwealth contribution;
  - (c) Any signs and plaques erected in associated with the Project must acknowledge the Commonwealth's assistance; and
  - (d) Where an official opening or launch is proposed for the Project the Curtin Representative must be alerted in advance and the Subcontractor must include in the invitations such persons representing the Centre and/or the Commonwealth as advised by Curtin.

#### 6. **INSURANCE**

- 6.1 In addition to the obligations set out in sub-clause 6.2(c) the Subcontractor must effect and maintain from the Commencement Date and during the Term and for a period of 12 months following the expiration of this Agreement all adequate insurance cover required to discharge its obligations under this Agreement and by any legislative requirements in order to provide the Services including but not limited to those itemised in sub-clause 6.2. The Subcontractor must produce evidence on demand, to the reasonable satisfaction of Curtin, of the insurance effected and maintained in accordance with this Agreement.

6.2 Insurance Requirements:

- (a) Workers' Compensation – the Subcontractor will maintain Workers' Compensation and Employers Liability Insurance in accordance with the law of the State in which the work is performed including common law liability if applicable.
- (b) Public Liability – the Subcontractor will maintain Public Liability Insurance with a minimum limit of not less than ten million dollars (AUD\$10,000,000) for each and every occurrence and unlimited in the aggregate.
- (c) Professional Indemnity Insurance – the Subcontractor will maintain Professional Indemnity Insurance covering the legal liability of the Subcontractor and the Subcontractor's personnel under the Agreement arising out of any act, negligence, error, omission made or done by or on behalf of the Subcontractor, or any subcontractor in connection with the Agreement for a sum of five million dollars (AUD\$5,000,000) for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance. This insurance shall be maintained from the Commencement Date, during the Term and for a period of six (6) years following the expiration of the Agreement.

6.3 In the event of a claim, the Subcontractor is wholly responsible for any excess or deductible payments required under its policy of insurance.

6.4 In this clause 6, a reference to insurance includes equivalent forms of protection policies held with a discretionary mutual, which meets the requirements of clause 6.

**7. COMPLIANCE WITH LAWS AND POLICIES**

7.1 The Subcontractor must, in carrying out its obligations under this Agreement, comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority and any Australian Government policies relevant to the Grant or the Project.

**8. SUBCONTRACTOR'S STATUS**

8.1 The Subcontractor is an independent contractor without authority to bind Curtin by contract or otherwise and neither the Subcontractor nor the Subcontractor's personnel are agents or employees of Curtin by virtue of this Agreement.

8.2 The Subcontractor acknowledges it has sole responsibility in relation to payment, if any, of superannuation, workers' compensation and taxes incidental to employment in respect of its own personnel. The Subcontractor further acknowledges that neither it nor its personnel have, pursuant to this Agreement, any entitlement from Curtin in relation to any form of employment or related benefit.

**9. PAYMENT OF THE GRANT**

9.1 Curtin shall pay the Grant at the time and in the manner specified in Schedule 2.

9.2 If Curtin disputes the whole or any portion of the amount claimed in an invoice submitted by the Subcontractor, Curtin will pay the portion of the amount stated in the invoice which is not in dispute and will notify the Subcontractor in writing of the reasons for disputing the remainder of the invoice. If it is resolved that some or all of the amount in dispute ought properly to have been paid at the time it was first invoiced, then Curtin will pay the amount finally resolved within 20 working days of the day on which it is so resolved by Curtin.

9.3 Except as stated to the contrary in this Agreement, the Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the Services.

**10. GST**

10.1 The Parties acknowledge:

*Amounts in respect of GST shall be shown as a separate line item on each Tax Invoice;*

*When supplies are subject to GST, which has application to any taxable supply or taxable part supply made under this agreement, the party which made the supply or part supply may in addition to the amount payable under this agreement (unless the amount is specifically stated to include GST), but subject to having issued a Tax Invoice, pass onto the recipient an additional amount on account of the GST. The GST amount is to be added to the GST exclusive value of the taxable supply or taxable part supply; and*

*The party which made the taxable supply or taxable part supply is required to provide in a timely manner a Tax Invoice to the recipient in accordance with applicable law. The GST amount will only be paid if a Tax Invoice is provided.*

10.2 If a Party becomes aware of an adjustment event, that party agrees to notify the other party as soon as practicable after becoming so aware, and the parties agree to take whatever steps are necessary, including the issue of an adjustment note, and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid within fourteen (14) days of the supplier satisfying itself that the adjustment event has occurred.

10.3 If any party is entitled under this agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified, or by its representative member or joint venture operator.

## 11. INDEMNITY

11.1 The indemnity given by the Sub-contractor pursuant to clause 11.2 will be reduced proportionately to the extent that any negligent act by Curtin or its employees, agents or contractors may have contributed to any loss, liability, or damage to property referred to in that clause.

11.2 Further the Subcontractor indemnifies Curtin against any loss or liability incurred by Curtin or the Commonwealth, loss of or damage to Curtin or the Commonwealth's property, or loss or expense incurred by Curtin or the Commonwealth in dealing with any claim against Curtin or the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Curtin or the Commonwealth arising from:

- (a) Any act or omission by the Subcontractor in connection with this Agreement where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage or expense;
- (b) Any breach by the Subcontractor of obligations or warranties under this Agreement;
- (c) Any use or disclosure by the Subcontractor of personal information held or controlled in connection with this Agreement; or

The use by the Commonwealth of the Material, including any claims by third parties about the ownership or right to use IPR or moral rights, as defined in the *Copyright Act 1968*, in the Material.

11.3 Each party will use all reasonable endeavours to mitigate any loss or damage suffered or incurred by it in connection with this Agreement.

## 12. TERMINATION

12.1 This Agreement may be terminated forthwith by either Party by written notice to the other if either Party commits any material breach of the terms and conditions of this Agreement and such breach is not remedied within fourteen (14) days of receipt of written notification from a Party to remedy such breach.

- 12.2 Curtin may terminate this Agreement immediately by notice in writing in any of the following circumstances:
- (a) the making or filing of an application to wind up the Subcontractor (other than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy or insolvency;
  - (b) the appointment of a receiver for all or substantially all of the property of the Subcontractor;
  - (c) the making by the Subcontractor of an assignment or attempted assignment for the benefit of its creditors;
  - (d) the institution by the Subcontractor of any proceedings for the liquidation or winding up of its business.
- 12.3 Curtin may terminate this Agreement upon 30 days' notice in writing without cause. In the event of termination pursuant to this sub-clause 12.3, the Subcontractor may invoice Curtin a reasonable sum for Services provided under the Agreement in respect of which no amount has previously been invoiced. For the avoidance of doubt, the Subcontractor will have no entitlement to any other form of compensation in respect of such termination, including but not limited to any loss of profit or loss of revenue.
- 12.4 Upon termination of this Agreement for any reason, the Subcontractor will provide to Curtin a copy of all Project Material.
- 12.5 Termination will not affect the accrued rights of the Parties arising in any way out of this Agreement up to, and as at, the date of termination and all other provisions which are expressed to survive this Agreement will remain in full force and effect.

### 13. **DISPUTE RESOLUTION**

- 13.1 If any dispute, controversy or claim arising out of or in relation to, or in connection with this Agreement or the operation/activities carried out under the Agreement, including any dispute as to the existence, construction, validity, interpretation, enforceability or breach of this Agreement, the persons named in clause 18 below will attempt in good faith to settle it by negotiation between them, or failing that senior management of the Parties.
- 13.2 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof will be addressed as follows:
- (a) the dispute will be formally referred to the chief executive officer (or delegate) of each Party;
  - (b) if the dispute fails to resolve within five (5) working days of referral pursuant to subclause 13.2(a), either Party may refer the dispute to mediation;
  - (c) in default of agreement between the Parties to the contrary, the mediator will be appointed on the application of either Party by the president for the time being (or delegate) of the Australian Commercial Disputes Centre Ltd and will be conducted at Perth and held in accordance with the Mediation Rules of the Australian Commercial Disputes Centre Ltd in force at the date of this Agreement;
  - (d) the foregoing will not preclude either Party from making an urgent application for injunctive relief.

### 14. **SUBCONTRACTING**

The Subcontractor will not sub-contract or otherwise arrange for another person to perform any part of this Agreement or to discharge any of its obligations under any part of this Agreement without the prior written consent of Curtin.

15. **ASSIGNMENT**

The Subcontractor will not assign all or any of its rights under this Agreement without the prior written consent of Curtin.

16. **CONFLICT OF INTEREST**

16.1 The Subcontractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement, which would impact in any way on the Subcontractor's performance of its obligations under this Agreement.

16.2 If, during the Project a conflict of interest arises, or appears likely to arise, the Subcontractor must:

- (a) Notify Curtin immediately in writing
- (b) Make full disclosure of all relevant information relating to the conflict; and
- (c) Take such steps as Curtin requires to resolve or otherwise deal with the conflict.

17. **VARIATION**

A provision of or right or obligation created under this Agreement may not be varied, modified or waived except in writing signed by a duly authorised signatory of both Parties.

18. **NOTICES**

Any demand, consent, notice or other communication ("notice") authorised or required to be made under this Agreement shall be in writing, signed by a person duly authorised by the sender and may be given by email, post or hand to a Party addressed as follows:

Curtin:	Name:	Director Research and Development
	Address:	Curtin University, Physical: Kent Street, BENTLEY WA 6102 Postal: GPO Box U1987, PERTH WA 6845
	Telephone Number:	(+61 8) 9266 3854
	Email:	<a href="mailto:director.research@curtin.edu.au">director.research@curtin.edu.au</a>
Subcontractor	Name:	
	Address:	
	Telephone Number:	
	Email:	

A notice will be deemed to have been given and served:

- (a) where delivered by hand during normal business hours on a business day shall be deemed to have been given on that day or in any other case of hand delivery will be deemed to have been given on the business day following the day of delivery;
- (b) where dispatched by email, on production of an email confirmation of being received or opened by the recipient;
- (c) where posted, on the second business day after posting.

19. **COSTS**

Each Party will be responsible for its own legal and other costs incurred in the preparation of this Agreement.

20. **FORCE MAJEURE**

20.1 On the occurrence of any event of Force Majeure causing a failure to perform or delay in performance, the Party so affected will immediately provide written notice to the other Party of such delay and the

nature of such Force Majeure and the anticipated period of time during which the Force Majeure conditions are expected to persist.

20.2 The Party so affected will make all reasonable efforts to reduce the effect of any failure or delay caused by the event of Force Majeure.

20.3 If the Force Majeure conditions persist for thirty (30) days or more, either party may terminate this Agreement by giving fourteen (14) days prior written notice to the other Party without liability to the other Party.

20.4 If this Agreement is terminated pursuant to this Clause, the Subcontractor will refund moneys previously paid by Curtin pursuant to this Agreement for goods or services not provided by the Subcontractor to Curtin, and Curtin will pay the Subcontractor for Services actually performed up to the date that work ceases due to the Force Majeure event.

21. **SEVERABILITY**

The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of this Agreement. Any illegal or invalid provision of this Agreement will be severable and all other remaining provisions will remain in full force and effect.

22. **WAIVER**

Any failure by a Party to compel performance by other Parties of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions, nor will it affect or impair the right of the first mentioned Party to enforce them at a later time or to pursue remedies it may have for any subsequent breach of those terms and conditions.

23. **FURTHER AGREEMENTS**

Each Party to this Agreement will enter into and execute all documents and deeds and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.

24. **PRECEDENCE**

(a) The documents comprising this Agreement will be read in the following order of precedence:

(i) the Clauses of this Agreement;

(ii) the Schedules.

(b) Where any conflict occurs between the provisions contained in two (2) or more of the documents forming this Agreement, the document lower in the order of precedence will where possible be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions will be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

25. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the Parties as to its subject matter and supersedes any and all other agreements, representations or statements by either of the Parties or their officers, employees or agents, whether oral or in writing, made prior to the date of this Agreement.

26. **GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the law in force in Western Australia and each Party submits to the non-exclusive jurisdiction of the courts of Western Australia.





## SCHEDULE 1

### Contract Details

**1. Commencement Date**

XX Month 2017

**2. Term**

From XX Month 2017 to XX Month 2018

**3. Background Intellectual Property**

(a) Curtin

Nil

(b) Subcontractor

**PLEASE SPECIFY IF APPLICABLE**

## SCHEDULE 2

### Services

#### Background and Scope

As per Schedule 3.

#### Budget

As per Schedule 3.

#### Deliverables

As detailed in Schedule 3.

#### Subcontractor Key Personnel

As per Schedule 3.

#### Grant

The total Grant for Subcontractor's Services under this Agreement is **AUD\$XXX** (exclusive GST)

#### Payment Schedule

Key milestones	Milestone Date	Payment schedule for achievement
1. Contract execution	XX Month 2017	X% of total charges
2. Milestone(s)	XX Month 2017	X% of total charges
3. Final Report and submission of Acquittal Report	XX Month 2018	X% of total charges

## **Payment of Subcontractor invoices**

All invoices will be paid on achievement of milestones in terms of the specification.

Please send invoices (all amounts must be GST inclusive) in an electronic pdf format to:

Address: [a.payable@curtin.edu.au](mailto:a.payable@curtin.edu.au)  
Attention to: Team Leader, CBS Research Support  
Office of Research and Development  
Curtin University  
GPO Box U1987  
Perth WA 6845  
Reference: RES-xxxxx/CTR-xxxxx

Each payment by Curtin will be made by electronic transfer to the bank account details printed on the Subcontractor's invoice or address designated by the Subcontractor below

Bank:  
Branch:  
Bank No: BSB:  
Account No:  
Account Name:

All payments will be subject to all applicable banking and currency laws.

**SCHEDULE 3**

**Proposal**

**EXECUTED** as an agreement.

**SIGNED** for **CURTIN UNIVERSITY** ABN 99 143  
842 569 by its duly authorised officer, in the  
presence of:

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name and position of signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**SIGNED** for **XXX** ABN XXX by its duly  
authorised officer, in the presence of:

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name and position of signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date