



**NCSEHE**

National Centre for Student  
Equity in Higher Education



**Curtin University**

# STUDENT EQUITY IN HIGHER EDUCATION RESEARCH GRANTS PROGRAM

2019 Funding Round Instructions for Applicants

## Contents

Advertisement	3
Lodgement details	4
Key dates	4
Submission details	4
Proposal template	4
Privacy	5
Queries	5
Section 1: Statement of requirement	6
1.1 Background	6
1.2 Research Priorities	7
1.3 Who can submit proposals	7
1.4 Outputs	8
1.5 Funding available	8
1.6 Related research	8
1.7 Timeframe	8
1.8 NCSEHE contracts	9
1.9 Quality assurance processes	9
1.10 Research ethics	10
1.11 Selection process	10
1.12 Selection criteria	11
Section 2: Guidelines for proposals	13
2.1 Proposal format requirements	13
2.2 Proposal content guidelines	13
Section 3: Appendix – Subcontractor Agreement	17

# Advertisement

---

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

Student Equity in Higher Education  
Research Grants Program  
2019 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 small 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 2019 and must be completed within 12 months (closing October 2020).

Instructions for applicants can be obtained from the NCSEHE website at [ncsehe.edu.au/grants/2019-funding-round/](http://ncsehe.edu.au/grants/2019-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 19 July 2019**

# Lodgement details

---

## Key dates

Opening of 2019 research grant round	Monday 20 May 2019
Closing time and date for proposals	5 pm WST Friday 19 July 2019
Acknowledging receipt of proposals	On receipt of proposal via email
Consideration by NCSEHE and NCSEHE Advisory Committee	22 July to 2 August 2019
NCSEHE Advisory Board confirmation of projects	9 August 2019
Notification of outcomes of selection process	12 August 2019
Contract finalisation	September 2019
Project completion and acquittals	23 October 2020

## 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 22 July 2019, 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/2019-funding-round/](http://ncsehe.edu.au/grants/2019-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)

---

<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

---

## 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 Training, 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.

The NCSEHE's objectives are to:

- a) Through the operation of the NCSEHE at Curtin University improve higher education outcomes (including access, participation, retention, success, and completion rates) for marginalised and disadvantaged people through:
  - i. strengthening Australia's student equity in higher education research quality, capability and capacity;
  - ii. supporting the building of a robust evidence base on student equity in higher education;
  - iii. informing institutional best practice and enhancing on the ground delivery of equity measures; and
  - iv. informing evidence based public policy design and implementation.
- b) Establish a strong national presence and engagement with key stakeholders.
- c) Establish partnerships that enhance the outcomes of the Centre and delivery

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 focuses 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:

- Equity students and STEM
- Equity and mature age students
- Digital inclusion and student equity
- Study-life balance and student equity
- 'Non-traditional' equity groups (i.e. other than low SES / Indigenous / Disability / Regional & Remote / NESB / WINTA / First-in-Family)
- Housing and student equity

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 fifth funding round, grants will normally be between \$30,000 and \$40,000 each (excluding GST). Applicants are required to complete their work within a twelve month time period, with a view to publication in 2020. 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 2019. 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 2019. Projects must be concluded and acquitted before the end of 2020.



## 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.
- Draft reports 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 should be written in an 'easy to read' and accessible manner. A report template will be provided to ensure that NCSEHE house style is followed. Reports must contain an Executive Summary which can be converted into a media release. They must also contain Recommendations/ Key Findings and referencing should be consistent with either 'Chicago' or APA style.
- 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 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.

## 1.11 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 1.12).

It is anticipated that successful applicants will be notified in August 2019 and contract negotiations finalised soon thereafter, with commencement no later than September 2019. Unsuccessful applicants will be notified in August 2019.

## 1.12 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 (see table below);
- assess the overall risk to NCSEHE of engaging the researchers identified in the proposal. This may include 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</p>

	<p>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>
<b>e. Value for money</b>	<p>a. The total budget will be considered against the overall quality and depth of the research project proposed.</p>
<b>f. Research team composition and skills</b>	<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> <p>c. The capacity to use multi-disciplinary approaches to add breadth to analysis, where appropriate, would be considered favourably.</p> <p>d. The availability of research team members for the project in light of other commitments they may have.</p>

# Section 2: Guidelines for proposals

---

## 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/2019-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 1.12 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 1.2 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 should 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 any survey technical report requirements.

Funds cannot be used for the purchase of computers, or for non-research related 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

---

## NCSEHE Project Agreement

### **Curtin University**

ABN 99 143 842 569

and

### **Awardee**

ABN XX XXX XXX XXX

### **Project Title**

[insert]

**THIS AGREEMENT** is made between the Parties on the date that the last of the Parties to do so executes this Agreement.

**BETWEEN:**

**CURTIN UNIVERSITY** (ABN 99 143 842 569) a body corporate established under the *Curtin University Act 1966* of Kent Street, Bentley, Western Australia 6102 (**Curtin**)

**AND**

**[INSERT]** (ABN insert) of [insert legal designation and address] (the **Awardee**)

**RECITALS:**

- (A) Curtin has entered into an agreement with the Commonwealth Department of Industry, Innovation and Climate Change (the **Department**) in connection with the National Centre for Student Equity in Higher Education (the **Centre**).
- (B) The Applicant has been selected to perform the Project, 'insert', subject to the terms and conditions set out below.
- (C) The Project proposed to be performed under this Agreement aligns with the objectives of the Centre.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the contrary intention appears:

**Agreement means this Agreement, including any Schedules, and any amendment to it agreed to in writing by the Parties.**

**Awardee includes the officers, employees, agents and subcontractor of the Party so specified in this Agreement.**

**Awardee Representative means the individual nominated by the Awardee in Schedule 1 of this Agreement to act as its principal liaison person for the purposes of the Services under this Agreement.**

**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.

**Confidential Information** means the confidential subject matter of financial information and other commercially valuable or private information in whatever form, unpatented inventions, trade secrets, formulae, know-how, drawings, works, improvements, concepts, ideas, designs, biological materials, chemical compounds and formulae, samples and other materials of whatever description or form, whether written or oral which a Party claims is confidential to itself and excludes information which:

- (a) is already legally in the public domain, or after the date of this Agreement becomes part of the public domain otherwise than as a result of unauthorised disclosure by the recipient Party;
- (b) is or which becomes available to the recipient Party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the recipient Party;
- (c) is rightfully known by the recipient Party (as proven by its written record) prior to the date of disclosure to it pursuant to the terms of this Agreement; or
- (d) which is independently developed by an employee of the recipient Party who has no knowledge of the disclosure of it pursuant to the terms of this Agreement.

**Curtin Representative** means the individual nominated by Curtin in Schedule 1 of this Agreement to act as its principal liaison person for the purposes of the Services under this Agreement, or such other person as Curtin may subsequently designate by notice in writing to the Awardee.

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

**Department** means the Commonwealth Department of Education and Training.

**Grant** means the amount payable by Curtin to the Awardee 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.

**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.

**Party** means either the Awardee or Curtin as the context dictates.

**Project** means the project as specified in Schedule 3.

**Project Material** means all Material brought into existence for the purpose of performing this Project including the Project plan (if any) and the Reports.

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

**Services** means the services to be provided by the Awardee 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; or**
- (c) **using the Material in a different context to that originally envisaged, but not including false attribution of authorship.**

**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

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) 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 occurring at any time before or after this Agreement;
- (b) word 'person' includes an individual, a body corporate, a trust, an agency and other body;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns;
- (d) this Agreement is not to be construed against a Party merely because that Party was responsible for preparing it;
- (e) words importing the singular shall include the plural (and vice versa) and words denoting a given gender shall include all other genders; and
- (f) headings are for convenience only and shall not affect the interpretation of the Agreement.

## 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 Awardee will provide the Services on the terms set out in this Agreement.

### 2.2 Timeframe for delivery of Services

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

### **3. THE AWARDEE'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 Awardee'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 Awardee;
  - (iv) for travel;
  - (v) to provide gifts or bonuses for the Awardee's officers, employees, subcontractors or agents;
  - (vi) as security to obtain, or comply with any form of loan, credit, payment or other interest;
  - (vii) for the preparation of, or in the course of, any litigation; or
  - (viii) for any purchase or other activity for which the Awardee is being provided with other Commonwealth, State or Territory funding.

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

The Awardee 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 Awardee 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 Awardee Representative.
- (c) The Awardee 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 Awardee Representative or otherwise as is reasonable in the circumstances.
- (d) The Awardee will ensure that it utilizes the Key Personnel in the provision of the Services. If the Key Personnel become unavailable for any reason, the Awardee 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 Awardee 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 Awardee'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. Alternatively, an overpayment may be recovered from the Awardee, including by offsetting that overpayment against any amount subsequently due to the Awardee under this Agreement.
- (b) The Awardee 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.
- (c) The Awardee 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.
- (d) The audits referred to above must comply with the Australian accounting standards and 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 Awardee 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 Awardee must at all reasonable times, for the purpose of Curtin's compliance with obligations under the agreement between Curtin and the Department in connection with the Centre, give Curtin or any person authorised in writing by Curtin, reasonable access to the Awardee'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 Awardee and compliance by Curtin with the reasonable security procedures of the Awardee.

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

- (a) The Awardee 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 Awardee were an agency as defined in the Privacy Act.
- (b) the Awardee 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 Awardee'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 Awardee and reasonable security procedures.

## 4. **INTELLECTUAL PROPERTY**

- 4.1 The IPR in the Project Material shall vest in Curtin immediately upon their creation.
- 4.2 Where the Project Material incorporates Background IP or Third Party Material the Awardee grants to Curtin a permanent, irrevocable, free, world-wide, non-exclusive licence (including the right to sub-license) to use, reproduce, adapt and exploit the IPR in the Background IP or Third Party Material for any purpose, but only to the extent it is incorporated in, supplied with, or required for the Project Material.
- 4.3 Curtin grants to the Awardee a permanent, irrevocable, free, world-wide, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt and exploit the IPR in the Project Material for any purpose.
- 4.4 The Awardee:
  - (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. **CONFIDENTIALITY**

- 5.1 Each Party hereby undertakes to treat all Confidential Information in confidence to a degree not less than it treats its own Confidential Information, and will not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party or unless required by law.
- 5.2 A Party in possession or control of Confidential Information must immediately return it to the other Party, or destroy, delete and erase the Confidential Information as the other Party directs except that a Party may retain one copy of Confidential Information for purposes relating to legal compliance or the defence of academic research.
- 5.3 Nothing in clause 5.1 prevents a Party from disclosing Confidential Information:
  - (a) with the consent of the other Party;
  - (b) to its legal or financial advisers;
  - (c) to comply with the terms of this Agreement; or

(d) as required by law.

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

6.1 The Awardee must acknowledge the contribution made by the Centre and the Commonwealth to the Project in all related promotional material. In particular the Awardee 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 association 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 Awardee must include in the invitations such persons representing the Centre and/or the Commonwealth as advised by Curtin.

## 7. **INSURANCE**

7.1 In addition to the obligations set out in sub-clause 7.2 the Awardee must effect and maintain 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. The Awardee must produce evidence on demand, to the reasonable satisfaction of Curtin, of the insurance effected and maintained in accordance with this Agreement.

7.2 Insurance Requirements:

- (a) Workers' Compensation – the Awardee 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 Awardee 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.

7.3 Required insurance shall be maintained during the Term and for a period of six (6) years following the expiration of the Agreement.

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

7.5 In this clause, a reference to insurance includes equivalent forms of protection policies held with a discretionary mutual, which meets the requirements of clause 7.

## 8. **COMPLIANCE WITH LAWS AND POLICIES**

8.1 The Awardee 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.



**9. THE AWARDEE'S STATUS**

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

**10. PAYMENT OF THE GRANT**

- 10.1 Curtin shall pay the Grant at the time and in the manner specified in Schedule 2.
- 10.2 If Curtin disputes the whole or any portion of the amount claimed in an invoice submitted by the Awardee, Curtin will pay the portion of the amount stated in the invoice which is not in dispute and will notify the Awardee 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.
- 10.3 Except as stated to the contrary in this Agreement, the Grant amount is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the Services.

**11. INDEMNITY**

- 11.1 The Awardee indemnifies Curtin and the Commonwealth respectively, against any:
- (a) loss or liability incurred by Curtin or the Commonwealth;
  - (b) loss of or damage to Curtin or the Commonwealth's property; or
  - (c) 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 Awardee basis and the cost of time spent, resources used, or disbursements paid by Curtin or the Commonwealth,

arising from:

- (i) any act or omission by the Awardee or any of the Awardee's employees, agents or subcontractors in connection with this Agreement, where there was negligence or an unlawful act or omission or wilful misconduct on the part of the person whose conduct gave rise to that liability, loss, damage or expense;
  - (ii) any breach by the Awardee or any of the Awardee's employees, agents or subcontractors of obligations or warranties under this Agreement;
  - (iii) any use or disclosure by the Awardee, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with this Agreement; or
  - (iv) 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.
- 11.2 The indemnity given by the Awardee pursuant to clause 11.1 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.

- 11.3 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 by either Party upon written notice to the other if the other Party commits any material breach of the terms 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 (subject at all times to the expiry of any applicable statutory stay period):

- (a) the making or filing of an application to wind up the Awardee (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 Awardee;
- (c) the making by the Awardee of an assignment or attempted assignment for the benefit of its creditors; or
- (d) the institution by the Awardee 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 Awardee 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 Awardee 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 Awardee 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. **FORCE MAJEURE**

- 13.1 A Party to this Agreement shall not be responsible or liable for any non-performance or delay in performance of any of its obligations under this Agreement that is caused by an act or event that is beyond the reasonable control of that Party (**Force Majeure Event**), provided that it promptly notifies the other Parties (with appropriate details); and takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

- 13.2 If a Force Majeure Event continues for more than 60 days the other Party may terminate this Agreement with immediate effect by notice.

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

14. **DISPUTE RESOLUTION**

- 14.1 The Parties agree to co-operate and in good faith attempt to resolve any disputes or differences (**Dispute**) between them in relation to this Agreement in accordance with the succeeding provisions of this clause.
- 14.2 A Party claiming that a Dispute exists shall notify the other Party and within 21 days submit such Dispute to the relevant officers of each Party for resolution, comprising of the Director, Research Services and Systems in the case of Curtin and the Chief Executive Officer or nominee of the Awardee.
- 14.3 In the event that a Dispute cannot be resolved in accordance with clause 14.2, the matter must be referred to mediation. The mediation shall be conducted by a single mediator to be appointed in the absence of agreement by the Parties by the Chair (or the Chair's designate or representative) of the Resolution Institute (ABN 69 008 651 232). In the mediation:
- (a) the mediator shall determine the guidelines for mediation; and
  - (b) the cost of resolving the mediation shall be borne equally by the Parties.
- 14.4 If the Dispute is not resolved within 30 days of the commencement of such mediation, then any Party may commence proceedings in any court of competent jurisdiction.
- 14.5 Nothing in this clause 14 will prevent a Party from seeking urgent interlocutory relief.
- 14.6 Despite the existence of a Dispute, the Parties will continue to perform their obligations under this Agreement where reasonably able to do so.

15. **CONFLICT OF INTEREST**

- 15.1 The Awardee 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, that would interfere with or restrict it from carrying out its obligations under these Conditions fairly, independently and otherwise in accordance with this Agreement.
- 15.2 If, during the Project a conflict of interest arises, or appears likely to arise, the Awardee 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.

16. **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 Services and Systems
	Address:	Curtin University Physical: Building 100, Chancellory Building, Kent Street, Bentley, Western Australia 6102 Postal: GPO Box U1987, Perth Western Australia 6845
	Telephone Number:	08 9266 7863
	Email:	<a href="mailto:director.research@curtin.edu.au">director.research@curtin.edu.au</a>

The Awardee:            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 third Business Day after posting.

**17. GENERAL**

- 17.1 This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and any prior arrangements, agreements, representations or undertakings are superseded.
- 17.2 Each Party will be responsible for its own legal and other costs incurred in the preparation of this Agreement.
- 17.3 The Awardee will not subcontract 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.
- 17.4 The Awardee will not assign all or any of its rights under this Agreement without the prior written consent of Curtin.
- 17.5 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.
- 17.6 If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
- 17.7 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, or any other terms and conditions.
- 17.8 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.
- 17.9 This Agreement may be signed in any number of counterparts and may be signed electronically.
- 17.10 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. Term**

From the date that this Agreement is executed by the last of the Parties to do so, until [insert date].

**2. Background Intellectual Property**

(a) Curtin

Nil

(b) The Awardee

Nil

**3. Key Personnel**

As per Schedule 3.

**4. Curtin Representative**

Name: Professor John Phillipmore

Position: National Centre for Student Equity in Higher  
Education (NCSEHE)

Telephone Number: 08 9266 2849

Email: [j.phillimore@curtin.edu.au](mailto:j.phillimore@curtin.edu.au)

**5. Awardee Representative**

Name:

Position:

Telephone Number:

Email:

## SCHEDULE 2

### Services

#### Background and Scope

As per Schedule 3.

#### Grant

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

#### Budget

As per Schedule 3.

#### Deliverables

As per Schedule 3.

The Awardee certified financial acquittal is due by (Insert Date) or as agreed to between the representatives of Curtin and the Awardee.

#### Payment Schedule

Milestone	Milestone Date	Payment
Milestone 1 - Commencement of Project	Execution of Agreement	\$xxxxx
Milestone 2 - Progress Report	TBC	\$xxxxx
Milestone 3 - Final Report	TBC	\$xxxxx
Milestone 4 – Acquittal Report	(Insert Date)	

#### Invoicing

All invoices will be paid on achievement of the milestones describe above, and within thirty (30) day of receiving a valid tax invoice.

Invoices are to be sent strictly in the below manner:

Send to: [a.payable@curtin.edu.au](mailto:a.payable@curtin.edu.au)

Attention to: Professor John Phillimore  
Program Manager, National Centre for Student Equity in Higher Education  
(NCSEHE)  
Curtin University

Reference: RES-xxxxx / CTR-xxxxx – NCSEHE Competitive Grants Round 2019 – Milestone X

**SCHEDULE 3**  
**Project 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 witness

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Date

**SIGNED** for **[AWARDEE]**  
(ABN XX XXX XXX XXX) by its duly authorised officer, in the presence of:

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

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Date