



Research Infrastructure Co-investment Fund (RICF) Grant Deed

Between **State of Queensland** acting through the **Department of Environment and Science** ABN
46 640 294 485

(Department)

[insert name and ACN/ABN of Recipient]

(Recipient)

Background

- A. The Department administers the Research Infrastructure Co-investment Fund (RICF) grant program to co-invest in National Collaborative Research Infrastructure Strategy (NCRIS) funded facilities with projects of strategic importance to Queensland.
- B. The Recipient is eligible to receive NCRIS funding, and has applied to the Department for RICE co-investment funding to assist it in carrying out the Project.
- C. The Recipient has submitted and the Department has approved the Project Plan for the Project.
- D. The Department has agreed to provide the Grant to the Recipient to carry out the Project on the terms of this deed.
- E. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:
 - (a) this cover page and the signing page;
 - (b) Schedule 1 – Deed details;
 - (c) Schedule 2 – Terms and conditions;
 - (d) Schedule 3 – approved Project Plan;
 - (e) Schedule 4 – approved Performance Indicators; and
- F. Capitalised words and phrases have the meanings specified in clause 24 of Schedule 2.



Grant Deed

Schedule 1 – Deed details

Item 1 Party details

Department:

Party Name: State of Queensland acting through the Department of **Environment and Science**

ABN: **46 640 294 485**

Street Address: Ecosciences Precinct 41 Boggo Rd DUTTON PARK QLD 4102

Contact Officer Name: Executive Director, Science Strategy and Partnerships, Science and Technology

Contact Officer Postal Address: GPO Box 2454 BRISBANE QLD 4001

Contact Officer Telephone: 13 QGOV (13 74 68)

Contact Officer Facsimile:

Contact Officer Email (notices cannot be given by email): qldscience@qld.gov.au

Recipient:

Party Name: [insert details]

ABN/ACN: [insert details]

Street Address: [insert details]

Contact Officer Name: [insert details]

Contact Officer Postal Address: [insert details]

Contact Officer Telephone: [insert details]

Contact Officer Facsimile: [insert details]

Contact Officer Email (notices cannot be given by email): [insert details]

Item 2 Term: (clauses 21.1 and 24.1)

Commencement Date: The date this deed is executed by the last party to do so

Expiry Date: Six months after the date of submission of a satisfactory Final Report by the Recipient.

Item 3 Project: (clauses 3.1 and 24.1)

- Project title and description:

- Key expected Project outcomes:

And as specified in the Project Plan.

Item 4 Project period: (clauses 3.1 and 24.1)

Project Commencement Date: Within 60 days of the date this deed is executed by the last party to do so.

Project End Date: 30-Aug-2023

Item 5 Milestones: (clauses 3.1 and 24.1)

	Milestone description	Payment Amount (GST exclusive)	Completion date
1.	- Executed Grant deed	[4% of award amount for Project]	15-Aug-2019
2.	- Provision of Annual Report for calendar Year 1.	[15% of award amount for Project]	15-Feb-2020
3.	- Provision of a Progress Report for calendar Year 2 - Financial Acquittal Report	[15% of award amount for Project]	15-Aug-2020
4.	- Provision of Annual Report for calendar Year 2	[15% of award amount for Project]	15-Feb-2021
5.	- Provision of Progress Report for calendar Year 3 - Financial Acquittal Report -	[15% of award amount for Project]	15-Aug-2021
6.	- Provision of Annual Report for calendar Year 3	[15% of award amount for Project]	15-Feb-2022
7.	- Provision of Progress Report for calendar Year 4 - Financial Acquittal Report	[8% of award amount for Project]	15-Aug-2022
8.	- Provision of Annual Report for calendar year 5.	[8% of award amount for Project]	15-Feb-2023
9.	- Provision of a Final Report summarising conduct of the Project as a whole from commencement to 31-Dec-2022, highlighting key successes and shortcomings. - Financial Acquittal Report	[4% of award amount for Project]	15-Aug-2023
	TOTAL	[100% of award amount for Project]	

Item 6 Recipient’s Contribution and Collaborator’s Contributions: (clauses 3.1 and 24.1)

Cash Contributions Table

	Department	Recipient	Collaborator 1	Collaborator 2	Collaborator 3	TOTAL
Year 1 Cash	\$	\$	\$	\$	\$	
Year 2 Cash	\$	\$	\$	\$	\$	
Year 3 Cash	\$	\$	\$	\$	\$	
Year 4 Cash	\$	\$	\$	\$	\$	
PROJECT TOTAL	\$	\$	\$	\$	\$	

* All Contribution amounts are GST exclusive.

In-kind Contributions Table

	Department	Recipient	Collaborator 1	Collaborator 2	Collaborator 3	TOTAL
Year 1 In-kind	\$	\$	\$	\$	\$	
Year 2 In-kind	\$	\$	\$	\$	\$	
Year 3 In-kind	\$	\$	\$	\$	\$	
Year 4 In-kind	\$	\$	\$	\$	\$	
PROJECT TOTAL IN-KIND	\$	\$	\$	\$	\$	

* All Contribution amounts are GST exclusive.

Item 7 Standards: (clauses 3.1 and 24.1)

Nil

Item 8 Using Grant for permits, registrations and licences: (clause 6.1(f))

Nil

Item 9 Reports: (clauses (b) and 24.1)

Report	Report contents and form	Submission date
Progress reports	<p>Project Progress Reports must provide an accurate description of the Project activities conducted and progress against outputs in the first 6 months of each calendar year.</p> <p>A Progress Report must be in the format as notified from time to time by the Department to the Recipient, and must include but is not limited to the following information:</p> <ul style="list-style-type: none"> - An overview of the status of Project, eg addressing highlights, difficulties or breakthroughs, - A description of activities undertaken, 	<p>15-Aug-2020</p> <p>15-Aug-2021</p> <p>15-Aug-2022</p>

Report	Report contents and form	Submission date
	<ul style="list-style-type: none"> - A description of progress against the key activities and outputs set out in the Project Plan, - Explanation as to why particular outputs set out in the Project Plan were not met, and how to ensure those outputs are met in future, - Discussion of the level of cash and in-kind co-investment received against expected levels. 	
Annual reports	<p>Annual Reports must provide an accurate description of the Project activities and outputs in the last 6 months of each calendar Year, and overall Project status for the end of each calendar year.</p> <p>An Annual Report must be in the format as notified from time to time by the Department to the Recipient, and must include, but is not limited to, the following:</p> <ul style="list-style-type: none"> - An overview of the status of Project, eg addressing highlights, difficulties or breakthroughs, - A description of progress against the key activities and outputs set out in the Project Plan, - Explanation as to why particular outputs set out in the Project Plan were not met, and how to ensure those outputs are met in future, - Discussion of the level of cash and in-kind co-investment received against expected levels, - Performance against the approved Performance Indicators specified at item 1 of Schedule 4, - For biennial Annual Reports (2021 and 2023), performance against the additional approved Performance Indicators specified at item 2 of Schedule 4. 	<p>15-Feb-2020</p> <p>15-Feb-2021</p> <p>15-Feb-2022</p> <p>15-Feb-2023</p>
Financial Acquittal Report/s	<p>The Recipient's financial performance in connection with carrying out the Project, for the period, including:</p> <ul style="list-style-type: none"> • Grant funding received and expended, including location of expenditure; • Recipient Contributions; • Collaborator Contributions; • A statement from a senior financial officer certifying that the funding has been used for eligible activities and in accordance with the deed 	Annually from the Commencement Date.

Report	Report contents and form	Submission date
Final report	<p>The Final Report must be in the format as notified from time to time by the Department to the Recipient, and must include but is not limited to the following information:</p> <p>The Final Report must:</p> <ul style="list-style-type: none"> - A summary of the conduct of the Project as a whole from Project Commencement Date to Project End Date, highlighting key successes, shortcomings and benefits to Queensland - A description of the achievements against the outcomes of the project, whether all outputs were met and reasons if not. - A discussion of the expected future usage of the infrastructure, including access terms and pricing. - A discussion of the expected future trends in the use of research infrastructure by researchers working in the Research Capability. 	15-Aug-2023

Item 10 Assets: (clauses 13 and 24.1)

The Assets that are to be acquired or created as part of the Project, using the Grant, are as follows:

Year	Asset (Description, Serial Number [if available], Asset Number if available)	Location (Facility and Location)	Ownership	Estimated Purchase Price (in AUD) (GST exclusive)	Percentage of purchase price (%) from this Grant?

Item 11 Insurance: (clause 17)

Public Liability:	\$20,000,000.00	During the Term
Workers' Compensation:	As required by law	During the Term
Professional Indemnity:	\$10,000,000.00	During the Term and for 7 years after the Expiry Date

Insurance of Assets against
risk, loss or damage

Full insurable risk value

During the Term

Item 12 Special Conditions: (clauses 2 and 24.1)

Nil

IMPORTANT: Special Conditions take precedence over the terms of this deed. Legal advice should be sought on any Special Conditions that are inconsistent with the terms of the deed or which are significant (e.g. involve intellectual property, warranties, indemnities or liability). If no Special Conditions insert "NIL".



Grant Deed

Schedule 2 – Terms and conditions

1. Precedence

Where any inconsistency exists between:

- (a) the Special Conditions;
- (b) this Schedule 2;
- (c) Schedule 1 (except the Special Conditions); or
- (d) any other schedules or annexures of this deed,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

2. Special Conditions

The parties agree to be bound by any Special Conditions.

3. Recipient's obligations

3.1 Performance of the Project

The Recipient must:

- (a) commence the Project by the Project Commencement Date;
- (b) carry out the Project in accordance with this deed, the Project Plan and with due care and skill;
- (c) meet each of the Milestones;
- (d) complete the Project by the Project End Date;
- (e) provide the Recipient's Contribution for the purposes of the Project;
- (f) ensure that each Collaborator provides the Collaborator's Contribution for the purposes of the Project;
- (g) comply with:
 - (i) the terms and conditions of this deed;
 - (ii) the requirements of the Guidelines;
 - (iii) applicable laws and regulations (including obtaining and maintaining any licence or authorisation required for the Recipient to carry out the Project) and the Standards (if any);
 - (iv) standards of professional care and diligence of the industry to which the Recipient belongs; and
 - (v) the Department's reasonable requests, directions and requirements, to the Department's satisfaction; and
- (h) communicate with, report and provide information to the Department's Contact Officer as reasonably required by the Department.

3.2 General obligations

- (a) The Recipient acknowledges and agrees that all its personnel are the Recipient's responsibility including payment of all employee wages and entitlements.
- (b) If the Recipient is aware of an Allegation, then the Recipient must report the Allegation to a relevant authority, including the Queensland Police Service. In this clause **Allegation** means an allegation against the Recipient or its Representatives in connection with the Grant or the

provision of the Project which raises a reasonable suspicion of misconduct, dishonesty or unlawful behaviour of a serious nature.

3.3 Notifications

The Recipient must promptly notify the Department:

- (a) of any matters that the Recipient reasonably considers may affect the Recipient's ability to carry out the Project or meet any other obligations under this deed;
- (b) if the Recipient is unable to carry out the Project within the monetary limit of the Grant or by the Project End Date;
- (c) of any matter that may affect the Recipient's eligibility to continue receiving the Grant;
- (d) of any allegation of misconduct or dishonesty concerning the Recipient or its Representatives and any report made under clause 3.2(b);
- (e) of any change to its details in Item 1 of Schedule 1; or
- (f) of the amount, source and purpose of any additional funds received from a third party for meeting the costs of the Project.

4. Grant

4.1 Department's obligations

- (a) The Department will pay the Grant to the Recipient in the instalments (if any) and on the date(s) specified in **Error! Reference source not found.** of Schedule 1.
- (b) The Department may in its absolute discretion, withhold payment of an instalment of the Grant to the Recipient until:
 - (i) the Recipient has shown to the Department's satisfaction (allowing the Department reasonable time to assess its satisfaction) that it has met all Milestones due on or before the payment date for the instalment;
 - (ii) the Recipient has issued a tax invoice, if applicable, to the Department for the instalment;
 - (iii) the Recipient has submitted to the Department, to the Department's satisfaction, all Reports due on or before the payment date for the instalment; and
 - (iv) the Department is reasonably satisfied that the Recipient is not otherwise in breach of this deed.
- (c) Any payment to the Recipient by the Department is not an admission or acceptance by the Department that the Recipient has complied with this deed.

4.2 No further funding

- (a) The Recipient acknowledges that the Department has no obligation to provide the Recipient with funding or assistance of any kind:
 - (i) in excess of the Grant; or
 - (ii) beyond the Term.
- (b) For the avoidance of doubt, the Recipient is responsible for acquiring and/or providing any additional funds, materials or equipment in excess of the Grant required to carry out or complete the Project.

5. Project management

- (a) Each party must nominate a Contact Officer responsible for:
 - (i) receiving communications;
 - (ii) issuing and signing notices; and
 - (iii) responding to requests or directions,on behalf of that party.

- (b) A party may, from time to time, change the Contact Officer by written notice to the other party in accordance with clause 22.
 - (c) The Contact Officers will meet to review the performance of the Project and this deed upon reasonable written notice given by either party.
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6. Use of the Grant

6.1 Expenditure of the Grant

- (a) The Recipient must use the Grant only:
 - (i) for the purposes of the Project and in accordance with this deed including the Project Plan; and
 - (ii) until the Project End Date or earlier termination of this deed.
- (b) The Recipient must not use any or all of the Grant, without the Department's prior written approval, to:
 - (i) provide security for any purpose;
 - (ii) make a loan or gift for any purpose;
 - (iii) pay sitting fees to directors, management committee members, members of the Recipient's organisation or any other person;
 - (iv) make payments that are inconsistent with the Project;
 - (v) reimburse expenses that the Recipient incurred prior to the Commencement Date;
 - (vi) relieve cash flow problems in the delivery of the Recipient's other services or activities funded from other sources; or
 - (vii) purchase any asset, other than an Asset.
- (c) The Recipient must hold the Grant in an account in the Recipient's name and in the Recipient's sole control, with an Approved Financial Institution.
- (d) The Recipient must keep a record of the date, amount, recipient and purpose of any cash cheque issued or cash advance made using the Grant.
- (e) Where the Recipient receives the Grant to employ staff and is bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Grant may only be used for termination or redundancy payments if:
 - (i) this deed is terminated in accordance with clause 21.3; or
 - (ii) the Recipient has obtained the Department's prior written approval.
- (f) The Recipient may use the Grant to obtain and maintain any permits, registrations and licences specified in Item 8 of Schedule 1 that are required for the Recipient to carry out the Project.

6.2 Misapplied Grant

- (a) If the Recipient uses the Grant other than in accordance with this deed (**Misapplied Funds**):
 - (i) the Department may, by written notice, require the Recipient to refund the Misapplied Funds; and
 - (ii) if the Department exercises its rights under clause 6.2(a)(i), then the Recipient must within 10 Business Days of receipt of the notice refund the Misapplied Funds plus any interest on it calculated on daily balances at the rate per annum determined by the Supreme Court of Queensland on judgments by default as applicable at the date of the Department's notice and is fully capitalised on the last day of each month if unpaid; and
 - (iii) if the Misapplied Funds are not repaid in accordance with clause 6.2(a)(ii), the Department may:
 - (A) recover the amount as a liquidated debt due to the Department; or

- (B) set the amount off against any other amount payable by the Department to the Recipient, whether under this deed or otherwise.
- (b) Nothing in this clause 6.2 affects the accrued rights or remedies of the Department, including the right to terminate this deed in accordance with clause 21.4.
- (c) Where the Department becomes aware of Misapplied Funds after the Term, clause 6.2(a) will apply in accordance with clause 21.8(b).

6.3 Unspent funds held by the Recipient

If, at the expiration or termination of this deed, there remains an amount of the Grant that has not been acquitted or spent by the Recipient in accordance with the terms of this deed (**Unspent Funds**), then:

- (a) the Recipient must refund the Unspent Funds to the Department within 10 Business Days of termination or expiration of this deed; and
- (b) notwithstanding clause 6.3(a) the Department may by written notice consent to the Recipient retaining all or part of the Unspent Funds and, if the Department so consents, the Recipient must expend the Unspent Funds for an approved purpose on terms and conditions agreed in writing by the Department (including as contained in the notice from the Department).

7. Reporting and financial acquittal

7.1 Recipient to submit Reports

- (a) The Recipient must:
 - (i) submit all Reports to the Department in the form, containing the information, for the reporting periods (if applicable), and on the dates specified in Item 9 of Schedule 1 unless the Department directs otherwise in writing;
 - (ii) in respect of Financial Acquittal Reports (if any), show expenditure of the Grant in accordance with clause 6.1(a);
 - (iii) provide to the Department any other information or material about the Recipient, the Project, the Grant or any other matter in connection with this deed as requested in writing by the Department within a reasonable time specified by the Department in its request;
 - (iv) complete each Report to the Department's satisfaction; and
 - (v) to the extent that a Report contains Personal Information, obtain all written consents necessary for the Recipient and Department to use and disclose the Reports for purposes related to the Project and its subject matter, and the Department's internal, non-commercial purposes.
- (b) Where the Project is funded for only part of a particular reporting period (e.g. if the Commencement Date or the Expiry Date does not coincide with the start or end date of a reporting period), the Report should contain information relevant only to that part of the reporting period.
- (c) The Department may return to the Recipient any Report which is not completed to the Department's satisfaction. The Recipient must complete the returned Report to the Department's satisfaction and resubmit the Report to the Department promptly.
- (d) Upon written request, the Recipient must provide the Department with:
 - (i) financial statements that the Recipient is required to lodge under its incorporating legislation, including a declaration from the Recipient's chief executive officer or equivalent stating that the Grant has been used in the relevant financial year for carrying out the Project; or
 - (ii) an audited financial statement for each financial year, including a statement by the auditor that the audited financial statement is true and correct and whether in his/her opinion there are any receipts, outgoings and expenditures received or incurred by the Recipient that were not received or incurred in carrying out the Project.

- (e) The Recipient consents to the Department's use and disclosure (including disclosure to third parties) of the Reports and additional documentation provided under clause 7.1(a)(iii), for purposes related to the Project and its subject matter, and the Department's internal, non-commercial purposes.

7.2 Eligibility for future grants

The Recipient acknowledges that if it fails to provide Reports showing expenditure of the Grant in accordance with clause 7.1, the Recipient's eligibility to receive a future grant from the Department may be affected.

8. Records

The Recipient must:

- (a) keep a separate record of the Grant in the Recipient's ledger, and record all expenditure and income relating directly or indirectly to the Project separate from all other income and expenditure of the Recipient;
- (b) keep proper and adequate records, accounts and supporting documents in accordance with generally accepted accounting principles and as required by law, about:
 - (i) all aspects of the Project, including records about the performance of the Project and whether time frames and performance requirements for the Project are met; and
 - (ii) its affairs generally,in secure storage for at least 12 years after the Expiry Date; and
- (c) comply with any additional recordkeeping obligations specified in this deed.

9. Audit and access

9.1 Access to Recipient's premises and records

- (a) The Recipient will give, and will procure its Representatives to give, upon reasonable notice and during normal business hours, full and free access and reasonable assistance to the Department, its Representatives and nominated auditors to:
 - (i) speak to the persons associated with the Project;
 - (ii) examine, inspect and copy any material, including any books and records, in the possession of the Recipient which is relevant to this deed, including providing all necessary facilities for that purpose;
 - (iii) examine and inspect the performance of the Project; and
 - (iv) locate and make copies of any of the Recipient's accounts, records, documents and other material that relate directly or indirectly to the receipt, expenditure, or payment of the Grant or the conduct of the Project.
- (b) The Department's right of access under clause 9.1(a) may be exercised for any reasonable purpose relating to this deed, including for financial or compliance audits, or reviews of the Recipient's performance of this deed.
- (c) When accessing premises and/or records in accordance with clause 9.1(a), the Department will use its best endeavours to minimise interference to the Recipient's employees and the conduct of the Project.
- (d) For the purposes of this clause 9 the Department's nominated auditor may be a person with suitable qualifications as determined by the Department.

9.2 Other information to be provided

The Recipient must promptly provide any information requested in writing by the Department, its Representatives or its nominated auditors concerning any aspect of the Project or the Grant or any term of this deed.

10. Subcontracting & Collaborators

10.1 Subcontracting

- (a) The Recipient must not, without the Department's prior written consent, subcontract the whole, or any part, of the Recipient's obligations under this deed. The Department will not unreasonably withhold its consent.
- (b) The Department's consent to any subcontract will not relieve the Recipient from any liability or obligation under this deed.
- (c) The Recipient will ensure the suitability of each subcontractor engaged in relation to the Project and that any part of the Project carried out by the subcontractor meets the requirements of this deed.
- (d) The Recipient must ensure that:
 - (i) each subcontract entered into is consistent with this deed, and that the terms and conditions of the subcontract, at a minimum, require that the subcontractor must comply with this deed as if the subcontractor was the Recipient, including (but not limited to) clauses 9, 10, 11, 14, 15 and 16; and
 - (ii) each subcontractor complies with its subcontract.
- (e) The Recipient is and remains liable under this deed for the acts or omissions of any subcontractor engaged at any time during the Term in relation to the Project.
- (f) For clarity, a Collaborator is not a subcontractor.

10.2 Collaborators

- (a) The Recipient must ensure that during the Term, each Collaborator:
 - (i) complies with the requirements of the Project and the Project Plan;
 - (ii) make the Collaborator's Contribution to the Project and carries out their part of the Project;
 - (iii) comply with the requirements of the Guidelines;
 - (iv) comply with the requirements of this deed as if the Collaborator was the Recipient, in relation to the Collaborator's Contribution and involvement in the Project;
- (b) The Recipient is and remains responsible under this deed for the acts or omissions of any Collaborator during the Term in relation to the Project.

11. Intellectual Property Rights

- (a) Nothing in this deed affects ownership of Background IP.
- (b) Each party warrants that to the best of its knowledge and belief at the Commencement Date, it owns its Background IP, or otherwise has the right to use its Background IP in accordance with this deed.
- (c) All rights in and title to the Project Material and Reports will vest, upon creation, in the Recipient.
- (d) The Recipient grants to the Department a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt and modify:
 - (i) the Project Material;
 - (ii) the Recipient's Background IP to the extent necessary to exercise the rights granted under the licence to the Project Material; and
 - (iii) the Reports,for the Department's non-commercial purposes.
- (e) The Department grants to the Recipient a non-exclusive, non-transferable, royalty-free licence to use the Department's Background IP solely for the purposes of carrying out the Project and

to the extent the Background IP is incorporated in and necessary to exercise the Recipient's rights in the Project Material.

- (f) The Recipient will do all things necessary (including obtaining consents) to ensure:
 - (i) the vesting of the Project Material and Reports in accordance with clause 11(c); and
 - (ii) the licensing of the Project Material and Reports in accordance with clause 11(d).

12. Acknowledgement

- (a) The Recipient must include acknowledgement of the Grant:
 - (i) in its annual report (if the Recipient produces an annual report);
 - (ii) in any public statements and promotional materials about the Project and any related projects that have been funded wholly or in part by the Department during the Term; and
 - (iii) in accordance with any additional requirements as requested in writing by the Department.
- (b) Any acknowledgment in promotional material about the Project must include a logo or other branding as required by the Department.
- (c) Before the Recipient may release a public statement or publish promotional material in any media about the Project, the Recipient must:
 - (i) at least 10 Business Days before the proposed statement or publication, provide to the Department a copy of the proposed statement or publication; and
 - (ii) comply with all requests, amendments or conditions that the Department may reasonably require by written notice to the Recipient.

13. Assets

- (a) If Item 10 of Schedule 1 specifies that the Grant may be used to purchase Assets, then the Grant may be used to purchase Assets and this clause 13 applies. If not so specified, then the Grant cannot be used to purchase Assets.
- (b) The Recipient must:
 - (i) only use the Asset for purposes directly related to carrying out the Project, and subject to clause 21.7(a), after the expiry or termination of this deed only use the Asset in a manner consistent with the objectives of the Project;
 - (ii) not sell or otherwise dispose of, encumber, use as a security, or otherwise deal with the Asset without the Department's prior written consent;
 - (iii) hold the Asset securely and put in place reasonable safeguards against loss, damage or unauthorised use;
 - (iv) maintain at its expense:
 - (A) the Asset in good working order; and
 - (B) registration and licensing of the Asset, if applicable; and
 - (v) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Asset.
- (c) If the Recipient disposes of an Asset during the Term, the Department may, in its discretion, reduce the Grant by the value of the disposed Asset.
- (d) If any Asset is lost, damaged or destroyed during the Term, the Recipient will promptly reinstate the Asset (including from the proceeds of the insurance, if any), and this clause 13 will continue to apply to the reinstated Asset.

14. Conflict of interest

- (a) The Recipient warrants that, to the best of its knowledge and belief, after making diligent inquiries as at the date of signing this deed, no Conflict of Interest exists.

- (b) The Recipient must not have, and must take all reasonable measures to ensure its Representatives do not have, a Conflict of Interest.
 - (c) If, during the Term, a Conflict of Interest arises, or appears likely to arise, the Recipient will notify the Department immediately in writing and take such steps to resolve or otherwise deal with the conflict to the Department's satisfaction.
 - (d) If the Department is given notice of a Conflict of Interest pursuant to clause 14(c) or if the Department otherwise identifies that a Conflict of Interest exists, the Department may:
 - (i) direct the Recipient as to how to manage the Conflict of Interest and the Recipient must comply with any reasonable direction so given by the Department; or
 - (ii) terminate this deed in accordance with clause 21.4.
 - (e) The Recipient must keep a record of each Conflict of Interest that arises and how it was managed.
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15. Confidentiality

15.1 Confidential Information

Subject to clause 15.2, a party must not:

- (a) disclose the other party's Confidential Information to a third party; or
- (b) use the other party's Confidential Information other than for the purpose of performing this deed.

15.2 Exceptions

A party may disclose the other party's Confidential Information:

- (a) with the other party's prior written consent (including any consent specified in this deed);
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);
- (e) to the extent necessary to enforce its rights or defend a claim or action under this deed; and
- (f) where that party is the Department:
 - (i) to the responsible Minister administering the Department and their personal and departmental advisers;
 - (ii) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland;
 - (iii) to any Commonwealth department, Queensland Government department, agency, authority or Minister; or
 - (iv) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

15.3 Breach of confidentiality

- (a) If a party becomes aware of a suspected or actual breach of this clause 15, the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 15.

15.4 Return of Confidential Information

The Disclosee will return or destroy (at the Discloser's discretion) material containing Confidential Information when it is no longer required by the Receiver, or when otherwise directed by the Discloser, subject to any record-keeping requirements at law.

15.5 Recipient's undertaking

- (a) The Recipient must make every reasonable effort to ensure that its Representatives are aware of and comply with the obligations of confidentiality in this clause 15.
- (b) The Department may, at any time, require the Recipient to arrange for its Representatives engaged in the performance of the Project, to give written undertakings in a form reasonably required by the Department relating to the non-disclosure of Confidential Information under this clause 15.

16. Privacy and Personal Information

- (a) This clause 16 applies where this deed amounts to a "service arrangement" under the *Information Privacy Act 2009* (Qld).
- (b) If the Recipient collects or has access to Personal Information in order to undertake the Project, the Recipient must:
 - (i) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this deed (including its obligations regarding Reports), as if the Recipient was the Department;
 - (ii) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (iii) not use Personal Information other than for the purposes of undertaking the Project, unless required or authorised by law;
 - (iv) not disclose Personal Information without the consent of the Department, unless required or authorised by law;
 - (v) not transfer Personal Information outside of Australia without the consent of the Department;
 - (vi) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
 - (vii) comply with such other privacy and security measures as the Department reasonably advises the Recipient in writing from time to time.
- (c) The Recipient must immediately notify the Department on becoming aware of any breach of clause 16(b).
- (d) On request by the Department, the Recipient must obtain from its Representatives engaged for the purposes of this deed, an executed deed of privacy in a form acceptable to the Department.

17. Insurance

- (a) The Recipient must effect and maintain insurance policies for the types, amounts and for the periods specified in Item 11 of Schedule 1 with a reputable insurer.
- (b) Upon request, the Recipient must provide the Department with certificates of currency of the insurance required under clause 17(a).

18. Liability and indemnity

- (a) The Recipient releases to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with the Project or this deed.

- (b) The liability of the Department under or in connection with this deed is limited in aggregate to the amount of the Grant.
- (c) The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.
- (d) The Recipient is liable for and indemnifies the Department and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:
 - (i) the Project;
 - (ii) any default by the Recipient, the Recipient's Representatives under this deed;
 - (iii) any unlawful, wilful or negligent act or omission of the Recipient, the Recipient's Representatives, a Collaborator or any person for whose conduct the Recipient is liable;
 - (iv) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this deed or a breach of this deed by the Recipient; or
 - (v) any infringement or alleged infringement of any Intellectual Property Rights or Moral Rights.
- (e) The Recipient's liability to indemnify the Department under clause 18(d) will be reduced proportionally to the extent that any negligent act or omission or breach of this deed by the Department caused the loss or liability.
- (f) The indemnity granted in clause 18(d) is in addition to and not exclusive of any other remedies the Department may have against the Recipient at law.
- (g) It is not necessary for the Department to incur expense or to make a payment before enforcing a right of indemnity conferred by this deed.

19. GST

- (a) Words defined in the GST Law have the same meaning in this clause 19.
- (b) If a party is required under this deed to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or an entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- (c) If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this deed, the parties agree that:
 - (i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this deed other than under this clause 19(c) (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the party providing consideration for that supply (**Receiver**) equal to the amount of GST payable by the Supplier on that supply;
 - (iii) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Receiver in respect of that supply, no later than that time; and
 - (iv) to the extent, if any, that any consideration (or part thereof) is specified in this deed to be inclusive of GST, that consideration (or the relevant part) will be excluded from the Agreed Amount for the purposes of calculating the additional amount payable under clause 19(c)(ii).

20. Dispute resolution

20.1 Dispute resolution process

- (a) Subject to clause 20.3, the parties will adhere to the following procedure in relation to disputes arising from this deed, prior to the commencement of litigation or other external dispute resolution procedure.
- (b) The Contact Officer for a party may notify the other in writing of the occurrence of a dispute (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
- (c) If the Contact Officers are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred to:
 - (i) for the Recipient, the person holding the position of Chief Executive Officer (or equivalent); and
 - (ii) for the Department, the Deputy Director General or the Director General of the Department,for resolution.
- (d) If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 20.1(c), either party may refer the dispute to a mediator agreed by the parties and on terms agreed by the parties, with costs to be shared equally between the parties.
- (e) If the parties cannot agree upon a mediator or terms, either party may request the President of the Queensland Law Society to nominate a mediator or settle terms.

20.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this deed.

20.3 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this deed at any time where that party seeks urgent interlocutory relief.

21. Term, suspension of Grant and termination

21.1 Term

This deed binds the parties from the date this deed is executed by the last party to do so and continues until the Expiry Date, unless terminated earlier in accordance with this deed (**Term**).

21.2 Suspension of Grant

If, in the Department's reasonable opinion, the Recipient has:

- (a) failed to carry out the Project;
- (b) expended the Grant otherwise than in accordance with clause 6;
- (c) changed any part of the Project without obtaining the Department's prior written approval;
- (d) not provided any information or Reports as required by this deed or requested by the Department;
- (e) failed to comply with any relevant legislation; or
- (f) otherwise failed to comply with an obligation under this deed,

then the Department may suspend payment of all or part of the Grant to the Recipient for a period of time and on specified conditions as notified by the Department.

21.3 Termination or reduction in Term or Project for convenience

The Department may, at any time, by reasonable written notice, terminate this deed or reduce the Term or scope of the Project for convenience, including for a Machinery of Government Change.

21.4 Termination or reduction in Project scope or Term in relation to NCRIS funding

- (a) The Recipient must immediately notify the Department if:
 - (i) the Recipient's eligibility or entitlement to receive NCRIS funding in relation to the Project ceases;
 - (ii) NCRIS funding is no longer available or payable to the Recipient (whether directly or indirectly) in relation to the Project;
 - (iii) the Recipient's agreement with the Commonwealth or an agreement with a lead agency for NCRIS funding is terminated or reduced in scope.
- (b) If any of the events in clause 21.4(a)(i-iii) occur, the Department may terminate this deed or reduce the Term or scope of the Project, by written notice with immediate effect.

21.5 Termination for breach

The Department may terminate this deed by written notice with immediate effect if the Recipient:

- (a) notifies the Department that it is unable or unwilling to commence or continue with the Project;
- (b) uses or applies any part of the Grant other than in accordance with this deed;
- (c) fails to carry out the Project in accordance with this deed;
- (d) otherwise breaches a term of this deed which is not capable of being remedied;
- (e) otherwise breaches a term of this deed (including but not limited to the provision of a Report) which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so;
- (f) makes a report under clause 3.2(b);
- (g) fails to refund Misapplied Funds following receipt of a notice, in accordance with clause 6.2;
- (h) is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts;
- (i) amends its constitution or operations in a way that means the Recipient is no longer eligible for the Grant or is no longer able to comply with this deed;
- (j) becomes subject to any form of external administration;
- (k) enters into an arrangement with the Recipient's creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
- (l) is wound up, voluntarily or involuntarily;
- (m) is no longer eligible to receive the Grant under the Guidelines.

21.6 Effect of termination or reduction of Term or Project

- (a) On receipt of a notice of termination or reduction under clause 21.3, 21.4 or 21.5:
 - (i) each party must take all available steps to minimise any loss resulting from the termination or reduction; and
 - (ii) the Recipient must:
 - (A) immediately stop carrying out its obligations in relation to the Project as specified in the notice;
 - (B) continue to carry out any part of the Project not affected by the notice; and
 - (C) provide written evidence to the Department's satisfaction of the amounts (if any) claimed as reasonable costs under clauses 21.6(b) and 21.6(d)(iii).
- (b) If this deed is terminated by the Department:
 - (i) under clause 21.3; or
 - (ii) under clause 21.4, without the Recipient having caused or contributed to any of the events in 21.4(a)(i-iii);

the Recipient will be entitled to the reasonable costs (if any) that have been or will be incurred by the Recipient as a direct result of the termination of the deed and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the deed had continued until the expiry of the Term. The Department's obligation to pay reasonable costs under this clause 21.6(b) is limited to the amount of the Grant.

- (c) If the Term or the scope of the Project is reduced under clause 21.3 or 21.4, the Department may vary the Grant in accordance with the reduced scope of the Project or Term.
- (d) Where the Grant is reduced under clause 21.6(c), the Department will:
 - (i) review the scope of the Project with the Recipient;
 - (ii) pay to the Recipient the Grant instalments that were due up to the date of the reduction; and
 - (iii) pay to the Recipient the reasonable costs (if any) that have been or will be incurred by the Recipient as a direct result of the reduction of the Grant and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the Grant amount had continued unaltered until the expiry of the Term, except where the Recipient has caused or contributed to any of the events in 21.4(a)(i-iii).
- (e) For the avoidance of doubt, clauses 18(b) and 18(c) apply to any termination of or change to this deed under clause 21.

21.7 Obligations after termination or expiration

- (a) The Recipient must, upon termination or expiry of this deed, provide all assistance requested by the Department to facilitate the smooth transition of any relevant information, knowledge, or systems from the Recipient to the Department or to a third party, including (if requested by the Department) development of and compliance with a transitional plan.
- (b) Within 10 Business Days of the termination or expiry of this deed, the Recipient must deliver to the Department:
 - (i) all Reports and documents due under this deed as at the date of termination or expiration;
 - (ii) a cheque or transfer for the amount of any funds repayable to the Department under clause 6.2 and/or clause 6.3, plus any accrued interest as at the date of termination or expiration; and
 - (iii) in the case of termination of this deed, a final Report in accordance with any requirements specified in Item 9 of Schedule 1, and detailing the present status of the Project, the extent of achievement of the Project, the level of success in meeting stated objectives and Milestones and any incidental results and benefits of the Project.

21.8 Pre-existing rights and survival

- (a) Termination in accordance with this clause 21 is without prejudice to any rights of either party under this deed existing at the date of termination.
- (b) Clauses 6, 6.3(b), 8, 9, 11, 12, 13(b)(i), 15, 16, 17, 18, 20, 21.7, 21.8 and 23 survive expiration or termination of this deed for any reason.

22. Notices

Each communication (including each notice, consent, approval, request and demand) in connection with this deed to be given by either party to the other:

- (a) must be in writing;
- (b) must be signed by the party making it (or by a person duly authorised by that party);
- (c) must be addressed in accordance with Item 1 of Schedule 1 or as otherwise notified from time to time;

- (d) must be delivered to that address by hand, or posted by pre-paid post to the address, or sent by facsimile transmission to the number of the addressee, or sent by email transmission to the email address, in accordance with clause 22(c);
 - (e) is taken to have been received by the addressee:
 - (i) where sent by pre-paid post – on the fifth day after the date of posting;
 - (ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent; or
 - (iii) where hand delivered – on delivery,
 - (iv) where sent by email transmission – upon the addressee’s written confirmation of receiptbut if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.
-

23. General

23.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

23.2 No relationship

- (a) Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.
- (b) The Recipient (including its Representatives):
 - (i) has no authority or power, and must not purport to have the authority or power, to bind the Department or make representations on behalf of the Department;
 - (ii) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the Recipient is for any purpose an employee, agent, partner of or joint venturer with the Department; and
 - (iii) must not represent to any person that the Department is a party to the Project other than as a financial contributor or has guaranteed the performance or fulfilment of the objectives of the Project.

23.3 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party’s behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

23.4 Assignment

A party must not assign, novate or subcontract the whole or any part of this deed without the prior written consent of the other party.

23.5 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

23.6 Further acts and documents

Each party must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this deed.

23.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or any other term of this deed.

23.8 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

23.9 Severance

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

23.10 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

23.11 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

23.12 Continuing obligation

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.

23.13 Governing law

This deed is governed by and will be construed according to the law applying in Queensland.

23.14 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 23.14(a).

23.15 Unavoidable delay

A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to this deed) if that default:

- (a) is caused by Force Majeure; and
- (b) continues for less than 7 days.

24. Definitions and interpretation

24.1 Definitions

In this deed:

Approved Financial Institution means a financial institution registered in Australia and operating as a bank, credit union or building society.

Asset means the items of property (if any) specified in Item 10 of Schedule 1.

Background IP means Intellectual Property Rights which are made available by a party for the purpose of carrying out the Project and that are:

- (a) in existence at the Commencement Date; or
- (b) brought into existence after the Commencement Date other than as a result of the performance of the Project.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Collaborator means a research institution or other entity (including a 'lead agent' or 'participating agent' identified in the Recipient's application) contributing cash or in-kind resources to the Project, and/or carrying out a part of the Project, and excludes a subcontractor.

Collaborator's Contribution means the cash and/or in-kind contributions, if any, to be provided by a Collaborator towards the Project as specified in Item 6 of Schedule 1.

Commencement Date means the commencement date specified in Item 2 of Schedule 1.

Confidential Information means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Disclosee**) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Disclosee knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation; or
- (e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information.

Conflict of Interest means having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with the Recipient's ability to perform its obligations under this deed fairly, objectively and independently.

Contact Officer means the contact person for each party specified in Item 1 of Schedule 1 or another person as appointed from time to time and notified to the other party.

Expiry Date means the expiry date specified in Item 2 of Schedule 1.

Financial Acquittal Report means a Report about the Recipient's financial performance in connection with carrying out the Project as specified in Item 9 of Schedule 1.

Force Majeure means any event beyond the reasonable control of the party affected which occurs without fault or negligence of the affected party and includes:

- (a) acts of God;
- (b) war, riot, insurrection, vandalism or sabotage;
- (c) strike, lockout, ban, limitation of work or other industrial disturbance; and
- (d) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

Grant means the amount specified in **Error! Reference source not found.** of Schedule 1 and, once received by the Recipient, includes any money earned from:

- (a) the operation of the Project (for example fees, rent, board, service charges); and
- (b) interest on the Grant.

GST means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

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

Guidelines means the Queensland Government Research Infrastructure Co-investment Fund guidelines published by the Department.

Intellectual Property Rights means all intellectual property rights, whether created before or after the Commencement Date, including:

- (a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks, registered designs and any right to have Confidential Information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Machinery of Government Change means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

Milestones means the milestones specified in Item 5 of Schedule 1.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined by and granted under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

Performance Indicators means the performance reporting information specified in Schedule 4.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld).

Project means the project or purpose of the Grant specified in Item 3 of Schedule 1.

Project Commencement Date means the commencement date specified in Item 4 of Schedule 1.

Project Plan means the plan for the performance of the Project submitted by the Recipient (subsequent to and based on its application for RICF funding), as approved by the Department and annexed at Schedule 3 of this deed.

Project End Date means the end date specified in Item 4 of Schedule 1.

Project Material means any material including Intellectual Property Rights, created, written or otherwise brought into existence by or on behalf of the Recipient in the course of carrying out the Project, excluding Reports.

Recipient's Contribution means the cash and/or in-kind contributions, if any, to be provided by the Recipient towards the Project specified in Item 6 of Schedule 1.

Reports means the reports specified in Item 9 of Schedule 1.

Representative means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a party.

Special Conditions means any special conditions specified in Item 12 of Schedule 1.

Standards means the standards for the performance of the Project or other policies and procedures, specified in Item 7 of Schedule 1.

Term has the meaning specified in clause 21.1.

24.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) if more than one person is identified as the Recipient, then that expression refers to them, and the obligations of the Recipient under this deed bind them, jointly and severally;
 - (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
 - (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
 - (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;
 - (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (j) **includes** in any form is not a word of limitation;
 - (k) a reference to **\$** or **dollar** is to Australian currency; and
 - (l) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.



Grant Deed

Schedule 3 – Approved Project Plan



Grant Deed

Schedule 4 - Performance Indicators

[The Department wishes to be able to understand and communicate the performance and impact of its investments in science. Accordingly the performance information that should form the basis of facilities' Annual Reports is set out below. It is understood that facilities will differ in their ability to capture some measures, and it is intended that the lists below be finalised prior to execution of this deed.]

As a general principle, the Department considers that understanding facility usage is the cornerstone of understanding impact, and accordingly there is a strong emphasis on user numbers, composition and satisfaction. Department officers are available to work with facilities to develop a mutually satisfactory performance reporting approach.]

NB. The term 'facility' in this Schedule 4 refers to the Queensland NCRIS node, not the entire national NCRIS facility.

1. Annual Report performance reporting must include the following:

- Employment (FTE)
- Details of publications (facility staff and users where captured in the normal course of business)
- Numbers of users trained (by source location if possible)
- Usage report on a unique users basis including:
 - Queensland usage
 - Host institution
 - Other Queensland research institutions (by institution)
 - Queensland industry (linkage and direct)
 - Queensland Government (by Department)
 - Interstate usage
 - Research institutions (aggregate)
 - Industry (aggregate)
 - Government (aggregate)
 - Overseas usage
 - Research institutions (aggregate)
 - Industry (aggregate)
 - Government (aggregate)
- User satisfaction with services (annual or contemporaneous survey by facility)
- Facility utilisation rate
- Any further information as may be notified by the Department (based on consultation with the Commonwealth in regards to the overall NCRIS performance reporting).

2. Biennial Annual Report performance reporting (2021 and 2023) must incorporate the results of a more comprehensive user survey by the facility (developed in consultation with the Department), which aims to capture 'downstream' impacts enabled by the facility. Biennial reports must address the following topics (in addition to the normal Annual Report performance reporting requirements listed above):

- The counterfactual from a user perspective i.e. what would they have done in the absence of the facility
- What outputs the use of the facility informed e.g. publications, prototypes, insights, models, policy etc



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- For the university sector, impacts on grants won (with \$ and FTE relating to grants strongly attributed to use of the facility)
- Impacts on skills e.g. through upskilling required to use the facility or its outputs
- Impacts on collaboration and networks
- Flow-on outcomes e.g. commercial outcomes for industry, take-up into policy, progression to clinical trial, creation of start-up etc.
- Any further information as may be notified by the Department (based on consultation with the Commonwealth in regards to the overall NCRIS performance reporting).



Grant Deed

Executed as a deed

Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the **Department of Environment and Science ABN 46 640 294 485** by

(name)

(position)

a person duly authorised to act in that behalf in the presence of

Signature of Witness

Name of Witness in full

Signature

Date: _____

Option 2: if the Recipient is a company *Delete if inapplicable*** OR**

Executed by the Recipient in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/sole Director

Name of Director/sole Director in full

Date: _____

Signature of Director/Secretary

Name of Director/Secretary in full

Date: _____

Option 3: if the Recipient is another entity *Delete if inapplicable*****

Signed, sealed and delivered for and on behalf of the **Recipient** by

(name)

Signature

Date: _____



Grant Deed

(position)

a person duly authorised to act in that behalf in the presence of

Signature of Witness

Name of Witness in full