



Australian Government

Department of Education

Australia's Economic Accelerator Launch Program

Conditions of Grant under Part 2-3 of the *Higher Education Support Act 2003*

I, **[*insert name of delegate]**, a delegate of the Minister for Education:

- A. approve under section 41-20 of the *Higher Education Support Act 2003* (the “**Act**”) a grant (“**Grant**”) to **[*insert the full name of the legal entity to which the Grant is being paid under these Conditions of Grant (including an ACN where it has one, or an ABN where it doesn't)]** (the “**Recipient**”), in respect of the project (“the **Project**”) set out in the Project Management Plan in Schedule 2;
- B. determine under paragraph 41-30(b) of the Act that the amount of the Grant in respect of the Project is \$**[insert]**; and
- C. determine under subsection 41-25(2) of the Act that the Grant is made on the Conditions of Grant (“the **COG**”) contained in Schedule 1.

Dated

2023

[*insert name and position of delegate]

Conditions of Grant

Schedule 1 – Conditions

In this CoG, the following are defined terms:

“AEA Executive Director”	may hold responsibilities as the assessor, negotiator and relationship manager on behalf of the Department
“Asset”	personal, real or incorporeal property which has a value over \$5,000 created or purchased wholly or partly from the Grant, but not including Intellectual Property Rights or the Reports
“Auditor-General”	the office established under the <i>Auditor-General Act 1997</i> and includes any other entity that may, from time to time, perform the functions of that office
“Conflict”	refers to the Recipient engaging in any activity or obtaining any interest that would interfere with or restrict it from carrying out its obligations under these Conditions fairly, independently and otherwise in accordance with these Conditions of Grant
“Department”	the Commonwealth Department responsible for administering Part 2-3 of the Act
“Existing Material”	means all Material owned by the Recipient in existence prior to the commencement of these Conditions of Grant: <ul style="list-style-type: none">(a) incorporated in(b) supplied with or(c) required to be supplied with, or as part of, the Project Material
“Expert Adviser(s)”	an adviser with research commercialisation expertise within a priority area that may provide input into suitable projects
“Grant”	the grant referred to in this CoG and includes any interest earned on the Grant
“Grant Amount”	the amount determined by the Program Delegate and listed in item b above
“Grant Funds”	the funds making up the Grant Amount
“Grant Funding”	has the same meaning as Grant Funds
“Intellectual Property Rights”	also “IPRs” - includes 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
“Material”	any document, equipment, software (including source code and object code), goods, information and data stored by any including all copies and extracts of the same
“Personal Information”	has the meaning given in the Privacy Act

“Privacy Act”	the <i>Privacy Act 1988</i> as amended from time to time
“Program”	the Australia’s Economic Accelerator Launch Program, also known as the Australia’s Economic Accelerator Seed Program.
“Program Delegate”	[Insert Name] , the person that has the delegated authority to make decisions for the program. The Project Delegate’s contact details are set out in item 1.
“Project”	the project undertaken by the Recipient as specified in the Project Management Plan in schedule 2
“Project Management Plan”	the plan setting out the way the Project is to be conducted in Schedule 2
“Project Material”	all Material: <ul style="list-style-type: none">(a) brought into existence for the purpose of performing this Conditions of Grant, including the Project proposal submitted by the Recipient, the Project Management Plan and the Reports(b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a) or(c) copied or derived from Material referred to in paragraphs (a) or (b)
“Project Period”	the period specified in item 2 during which the Project must be completed
“Recipient”	the body corporate which is responsible for the Project listed in item 1
“Records”	includes documents, information and data stored by any and all copies or extracts of the same
“Report or Reports”	the Report or Reports referred to in item Error! Reference source not found. and the Project Management Plan
“Technology Readiness Levels”	the methodology developed by the Department of Defence to assess the maturity level of a particular technology
“Third-party IPRs”	the IPRs in any Third-party Material
“Third-party Material”	any Material incorporated or supplied with the Report in which the IPRs are owned by a third party alone or jointly with any other party (including the Recipient)

DRAFT

Project details

1. Project information

This Project forms part of the 'Australia's Economic Accelerator Launch Program', also known as 'Australia's Economic Accelerator Seed Program'.

Title of Project:

Recipient information:

Lead Organisation	
ABN / ACN	
Lead Entrepreneur	
Lead Entrepreneur contact details	
Lead Organisation representative	
Lead Organisation representative contact details	

Commonwealth information:

The Commonwealth of Australia represented by the Department of Education located at 50 Marcus Clarke Street, Canberra ACT 2600

Program Delegate	
Contact details	
Program Manager	
Contact details	

2. Project period

The Project Period for this Project is from the date that this Grant is approved until **[*insert a date that is far enough after the delivery of the final report to allow the Commonwealth sufficient time to review and be satisfied that the final report meets the Conditions of Grant while the Project Period is still underway.]**

3. Payment of grant

The manner and time of payment for each part of the Project is as provided for in Schedule 3.

Conditions

4. Conduct of project

- 4.1 The Recipient must carry out the Project:
- (a) in accordance with the Program Objectives set out in paragraph 3.5 of the *Other Grants Guidelines (Research) 2017* and these Conditions;
 - (b) at the times and in the manner specified in these Conditions;
 - (c) in accordance with the Project Management Plan in Schedule 2 and the Budget in Schedule 3;
 - (d) in accordance with the Project Management Plan submitted by the applicant;
 - (e) within the Project Period set out in item 2;
 - (f) diligently, effectively and to a high standard;
 - (g) in accordance with any necessary ethics approvals and requirements; and
 - (h) in accordance with the milestones, if any, set out in the Project Management Plan, unless otherwise approved by delegate.
- 4.2 Any activity undertaken by the Recipient must have the objective of progressing the Project from one Technology Readiness Level to a higher Technology Readiness Level.
- 4.3 The Recipient must take all reasonable steps to minimise delay in completion of the Project. If the Recipient becomes aware that the Project will not be completed by the date specified in item 2, the Recipient must immediately notify the Commonwealth and take any steps the Commonwealth directs the Recipient in writing to undertake to address the delay.
- 4.4 The Project must be completed with the Lead Entrepreneur performing at least 0.5 FTE amount of the Project.

5. Management of Grant Funds

- 5.1 The Recipient must use the Grant Funds in accordance with the approved Project Management Plan in Schedule 2, and Budget as set out in Schedule 3.
- 5.2 The Recipient must use any interest generated on Grant Funds for the purposes of the Project.

6. Reporting

- 6.1 The Recipient must provide **Progress Reports** to the Program Delegate which, at a minimum, must separately and distinctly address the following matters:
- (a) a report of work done for each item set out in the Project Management Plan from Project commencement to due date of the relevant milestone in the Project Management Plan;
 - (b) evidence of completion of the relevant milestones for the period set out in the Project Management Plan;
 - (c) a statement of actual versus budgeted income and expenditure for the year, including details of expenditure of the Grant and interest earned on Grant Funds;

- (d) a statement signed by a person authorised to do so on behalf of the Recipient that the reports are, to the best of their knowledge, a true and accurate statement of the status of the Project.
- 6.2 A template for the Progress Report will be provided by the Department and Progress Reports must be in this format.
- 6.3 Progress Reports must be provided to the Program Delegate as follows:
- | | |
|-------------------|---------------------------|
| Progress Report 1 | [*insert due date] |
| Progress Report 2 | [*insert due date] |
- 6.4 The Recipient must provide a **Final Report**, covering the period from the Project commencement to the Project completion as set out in item 2, to the Program Delegate and must contain, at a minimum:
- (a) evidence that the Project specified in the Project Management Plan has been completed;
 - (b) a statement describing the objectives and outcomes achieved as a result of the Grant for the activities specified in the Project Management Plan;
 - (c) copies of any published reports, pamphlets or other documentation relevant to the Project which has not already been included in Progress Reports; and
 - (d) an Acquittal Report as set out below.
- 6.5 A template for the Final Report will be provided by the Department and the Final Report must be in this format.
- 6.6 The Final Report, including the Acquittal Report, must be provided to the Program Delegate by **[*insert due date of final report]**.
- 6.7 The Recipient must provide the **Acquittal Report** to the Program Delegate as part of the Final Report and it must contain, at a minimum:
- (a) a certificate signed by the Recipient's chief executive officer (or equivalent) or any other senior officer of the Recipient's organisation acceptable to the Program Delegate, that all Grant Funding received was expended for the Project and in accordance with these Conditions of Grant;
 - (b) an audited detailed statement of income and expenditure in respect of the Grant Funding, which must include a definitive statement as to whether the financial accounts are true and fair;
 - (c) an audited statement that the Grant Amount was expended for the Project and in accordance with these Conditions of Grant; and
 - (d) any other requirements set out in these Conditions of Grant or any other information required by the Program Delegate and advised by the Program Delegate to the Recipient.
- 6.8 Unless otherwise approved by the Program Delegate in writing, the audits referred to above must:
- (a) comply with the Australian Auditing Standards; and
 - (b) be carried out by a person who is:
 - i. registered as a company auditor under the *Corporations Act 2001*, or a member of Chartered Accountants Australia and New Zealand 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 (formerly the National Institute of Accountants) (who is entitled to use the letters MNIA, FNIA, PNA or FPNA); and

- 6.9 At any time up to thirty-six (36) months after the end of the Project Period, the Commonwealth may request additional information from the Recipient for the purposes of any review or evaluation that the Commonwealth may undertake of the Program or of the Project.
- 6.10 The Progress and Final Reports must be:
- (a) provided at the times specified in this item 6 or as otherwise notified by the Department to the Recipient from time to time; and
 - (b) in the manner specified, including any particular format specified, in item 6, or in the manner, including any particular format, otherwise notified by the Department to the Recipient from time to time.
- 6.11 The Recipient must make any amendments to the Progress and Final Reports as reasonably requested by the Program Delegate, for example, to ensure that Grant Funding has been used appropriately and to assess compliance with the Project Management Plan.

7. Liaison and monitoring

- 7.1 The Recipient must:
- (a) liaise with and provide information to the Program Delegate, or a person nominated by the Program Delegate, as reasonably required by the Program Delegate;
 - (b) collaborate with, liaise with and provide timely information to the Department or nominated representative as reasonably required for the satisfactory completion of the Project in accordance with these Conditions; and
 - (c) comply with all reasonable requests, directions, or monitoring requirements received from the Program Delegate.

8. Assets

- 8.1 The Recipient must not use Grant Funds to purchase any Asset other than as set out in the Project Management Plan, unless otherwise approved by the Program Delegate.
- 8.2 The Recipient must not use Assets for any purpose other than the performance of the Project during the Project Period unless it has obtained the prior written approval of the Program Delegate.
- 8.3 The Recipient must:
- (a) not encumber or dispose of any Asset, or deal with any Asset other than in accordance with these Conditions of Grant, without having obtained the prior written approval of the Program Delegate;
 - (b) safeguard all Assets against theft, loss, damage or unauthorised use;
 - (c) maintain all Assets in good working order;
 - (d) be fully responsible for, and bear all risks arising in relation to, the use or disposal of any Asset;
 - (e) maintain appropriate insurances for all Assets to their full replacement value, and provide satisfactory evidence of this on request from the Department;

- (f) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Grant used to create or acquire the Asset, details of disposals of the Asset, including the sale price; and
- (g) as and when requested, provide copies of the register of Assets to the Program Delegate.

9. Insurance

- 9.1 The Recipient must, for as long as any obligations remain in connection with the Grant, ensure that it has appropriate insurance, including:
- (a) workers' compensation insurance for an amount required by the relevant state or territory legislation; and
 - (b) public liability insurance (i.e. insurance that covers a Recipient's liability arising out of negligent acts or omissions that cause personal injury to other people or damage to the property of another person or organisation) for an amount of not less than ten million dollars (\$10,000,000) per claim.
- 9.2 The Recipient must, on request by the Department, provide certificates verifying the currency of the insurances specified in item 9.1.

10. Indemnity

- 10.1 The Recipient must indemnify the Commonwealth against any:
- (a) loss or liability incurred by the Commonwealth;
 - (b) loss of or damage to Commonwealth property; or
 - (c) loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth; arising from:
 - (d) any act or omission by the Recipient, or any of the Recipient's employees, agents, or subcontractors in connection with these Conditions of Grant, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
 - (e) any breach by the Recipient or any of the Recipient's employees, agents, or subcontractors of obligations or warranties under these Conditions;
 - (f) any use or disclosure by the Recipient, or its officers, employees, agents or subcontractors of Personal Information held or controlled in connection with these Conditions; or
 - (g) the use by the Commonwealth of the Reports, including any claims by third parties about the ownership or right to use Intellectual Property Rights, or moral rights (as defined in the *Copyright Act 1968*), in the Report.
- 10.2 The Recipient's liability to indemnify the Commonwealth in item 10.1 will be reduced proportionally to the extent that any fault on the part of the Commonwealth contributed to the relevant loss, damage, expense, or liability.

- 10.3 The Commonwealth's right to be indemnified is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
- 10.4 In this item 10, "fault" means any negligent or unlawful act or omission or wilful misconduct.

11. Intellectual Property

- 11.1 The Recipient must, on written request from the Commonwealth, provide the Commonwealth with a copy of any Project Material in the format reasonably requested by the Commonwealth.
- 11.2 The Recipient must grant to the Commonwealth a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Reports for any purpose.
- 11.3 To the extent that the Reports contain Existing Material or Third-Party Material the Recipient must grant the Commonwealth, or must obtain for the Commonwealth, a permanent, irrevocable, world-wide, royalty free, non-exclusive licence (including the right to sub-licence) to use, reproduce, adapt, modify and communicate that Material.
- 11.4 The Recipient must obtain for the Commonwealth written moral rights consents (other than in relation to acts of false attribution) from all authors of Reports and Third-Party Material to the use of that Material by the Commonwealth prior to that Material being provided to the Commonwealth.
- 11.5 The Recipient must enact innovative project-specific intellectual property (IP) frameworks and practices to provide certainty and transparency for IP ownership and IP rights. Such activities will include:
- a. reviewing the IP strategy and aligning it to the intent of the Higher Education Research Commercialisation IP Framework (HERC IP Framework) either through adoption of the HERC IP Framework or other Frameworks as approved by the Program Delegate;
 - b. providing and facilitating access to background IP, third party IP and technical expertise for projects associated with the Project, including the availability of existing IP owned by the Recipient and its university partners to the Australian Government and Industry to facilitate project and development opportunities;
 - c. implementing procedures to ensure that each project and partnership associated with the Project has clear IP identification, management, protection and transfer protocols, including that the title and rights of use of any IP and clearly mapped out; and
 - d. having consideration of the security required for sensitive IP in accordance with the *Defence Trade Controls Act 2012* and Prime Minister and Cabinet's Blueprint for Critical Minerals.
- 11.6 The Recipient must, if requested by the Commonwealth to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this item.

12. Access to premises and records

12.1 The Recipient must provide the Commonwealth (including the Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010*), or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Project is being performed and/or where Material relevant to the Reports is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect any Material relevant to the Reports.

13. Records

13.1 The Recipient must keep and make available to the Department on the Department's request, full and accurate Records of the conduct of the Project including the receipt and use of Grant Funding (in accordance with the Australian Accounting Standards).

13.2 The Recipient must retain Records for 7 years after the completion of the Project and, if requested by the Commonwealth, shall promptly allow persons authorised by the Commonwealth access to such records.

14. Acknowledgment

14.1 The Recipient must acknowledge the contribution made by the Commonwealth to the Project in all related promotional material. In particular, the Recipient should ensure that:

- (a) the acknowledgment 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, and brochures, should make reference to the Commonwealth contribution as well as the Australia's Economic Accelerator Launch Program;
- (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 Minister for Education is to be invited to attend or to send a representative.

15. Protection of personal information

15.1 The Recipient must agree to:

- (a) comply with all of the requirements of the Privacy Act (including the Australian Privacy Principles in Schedule 1 of that Act) in relation to the Project and these Conditions of Grant, as if the Recipient were an agency as defined in the Privacy Act;
- (b) deal with Personal Information received, collected, created or held by the Recipient for the purposes of these Conditions of Grant only to fulfil the Recipient's obligations under these Conditions of Grant; and
- (c) ensure that any contractor engaged by the Recipient to perform any of its obligations under these Conditions of Grant is contractually bound to comply with the Australian Privacy Principles in Schedule 1 of the Privacy Act.

16. General

- 16.1 The Recipient must, in carrying out its obligations under these Conditions of Grant, comply with:
- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
 - (b) any Australian Government policies relevant to the Grant and notified to the Recipient by the Minister for Education at the time of the Grant.
- 16.2 The Recipient must make reasonable enquiries to ensure that no Conflicts of interest exist in relation to the conduct of the Project. If a Conflict arises during the Project, the Recipient must immediately make full disclosure of the Conflict to the Commonwealth and take any steps that the Commonwealth requires to resolve or address the Conflict.

DRAFT

Conditions of Grant
Schedule 2 – Project Management Plan

DRAFT

Conditions of Grant

Schedule 3 – Budget and Schedule of payments

Table 1 - Budget

Expenditure item	Grant Funds	Recipient Contributions	Other Contributions	Total Cost
<i>[*insert a description of the expenditure item here]</i>	<i>[*insert the amount of grant funds allocated to the expenditure item here]</i>	<i>[*insert any contributions towards this item that the Recipient may be making from its own funds]</i>	<i>[*insert any contributions which may be made towards this item by a third party – eg, state govt funding or a contribution from a third party]</i>	<i>[*add columns 1 to 4 here]</i>

Table 2 - Payments

Milestone	Due date	Instalment	GST (if applicable)
<i>[*insert milestone]</i>	<i>[*insert due date]</i>	<i>[*insert instalment amount]</i>	<i>[*insert if applicable, or mark 'nil']</i>
	Sub total	<i>[*insert subtotal]</i>	
	Add GST	<i>[*insert if applicable otherwise mark 'nil']</i>	
	TOTAL	<i>[*insert total]</i>	