



**Australian Government**

**Department of Education**

**Australia's Economic Accelerator Seed 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:

- 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 **COGs**") contained in Schedule 1.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**[\*insert name of delegate]**

**[\*insert position of delegate]**

## Conditions of Grant

### Schedule 1 – Conditions

In this CoG, the following are defined terms:

<b>“AEA Executive Director”</b>	may hold responsibilities as the assessor, negotiator and relationship manager on behalf of the Department
<b>“Asset”</b>	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
<b>“Auditor-General”</b>	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
<b>“Conflict”</b>	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
<b>“Department”</b>	the Commonwealth Department responsible for administering Part 2-3 of the Act
<b>“Existing Material”</b>	means all Material owned by the Recipient in existence prior to the commencement of these Conditions of Grant: <ul style="list-style-type: none"><li>(a) incorporated in</li><li>(b) supplied with or</li><li>(c) required to be supplied with, or as part of, the Project Material</li></ul>
<b>“Expert Adviser(s)”</b>	an adviser with research commercialisation expertise within a priority area that may provide input into suitable projects
<b>“Grant”</b>	the grant referred to in this CoG and includes any interest earned on the Grant
<b>“Grant Amount”</b>	the amount determined by the Program Delegate and listed in item b above
<b>“Grant Funds”</b>	the funds making up the Grant Amount
<b>“Grant Funding”</b>	has the same meaning as Grant Funds
<b>“Intellectual Property Rights”</b>	also <b>“IPRs”</b> - 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
<b>“Material”</b>	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

<b>“Personal Information”</b>	has the meaning given in the Privacy Act
<b>“Privacy Act”</b>	the <i>Privacy Act 1988</i> as amended from time to time
<b>“Program”</b>	the Australia’s Economic Accelerator Launch Program, also known as the Australia’s Economic Accelerator Seed Program.
<b>“Program Delegate”</b>	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.
<b>“Project”</b>	the project undertaken by the Recipient as specified in the Project Management Plan in schedule 2
<b>“Project Management Plan”</b>	the plan setting out the way the Project is to be conducted in Schedule 2
<b>“Project Material”</b>	all Material: <ul style="list-style-type: none"><li>(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</li><li>(b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a) or</li><li>(c) copied or derived from Material referred to in paragraphs (a) or (b)</li></ul>
<b>“Project Period”</b>	the period specified in item 2 during which the Project must be completed
<b>“Recipient”</b>	the body corporate which is responsible for the Project listed in item 1
<b>“Records”</b>	includes documents, information and data stored by any and all copies or extracts of the same
<b>“Report or Reports”</b>	the Report or Reports referred to in item 6 and the Project Management Plan
<b>“Technology Readiness Levels”</b>	the methodology developed by the Department of Defence to assess the maturity level of a particular technology
<b>“Third-party IPRs”</b>	the IPRs in any Third-party Material
<b>“Third-party Material”</b>	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)

*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:**

**[\*insert 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	First Assistant Secretary Research Division Department of Education LOC: C50MA7 GPO Box 9880 CANBERRA ACT 2601 Australia research@education.gov.au.
Program Manager contact details	AEA Seed Program Manager Department of Education LOC: C50MA7 GPO Box 9880 CANBERRA ACT 2601 Australia accelerator@education.gov.au.

**2. Project period**

The Project Period for this Project is from [\*insert the commencement date which is required to be no more than 12 months from the final milestone date] until [\*insert a date that is 18 months from the commencement date to allow for a 6 month evaluation period.]

**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 Lead Entrepreneur must:
- (a) take significant intellectual responsibility for the conception and implementation of the Project and for any strategic decisions required in its pursuit and the communication of results;
  - (b) ensure effective supervision, support and mentoring at all times of project personnel;
  - (c) be an employee or PhD student of, or hold an honorary or equivalent position with, the Lead Organisation at the commencement date of the grant and for its duration; and
  - (d) make a minimum commitment of 0.5 FTE to the project over its term.

### 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 describing the IP frameworks and practices being utilised to support the Project and any solutions regarding accessing IP to support industry participation in the Project; and
  - (e) 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 (to be one month after completion of the first milestone)].
- 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;
  - (d) a statement describing the IP frameworks and practices utilised to support the Project and solutions to access IP to support industry participation in the Project; and
  - (e) 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 (to be two months after completion of the final milestone)].
- 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 is encouraged to engage with end-users of research, collaborating and industry partners in the innovative use of clear, accessible and simply IP frameworks. This may include but is not limited to:
- (a) providing details on the use of IP in the project and the ownership of IP created by the project
  - (b) warranting ownership of and access to, or the beneficial use of, any IP necessary to carry out the project

- (c) offering agreements drawn from the Higher Education Research Commercialisation IP Framework (HERC IP Framework) to partners or beneficiaries of the project.
- 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, including the *Commonwealth Modern Slavery Act 2018*;
  - (b) the [Australian Code for the Responsible Conduct of Research](#);
  - (c) the [Guidelines to Counter Foreign Interference in the Australian University Sector](#);
  - (d) the [National Action Plan to Combat Modern Slavery 2020-2025](#); and
  - (e) 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.

## Conditions of Grant

### Schedule 2 – Project Management Plan

#### 17. Purpose of project management plan

17.1 This document is aligned to Section 10 of the AEA Seed Guidelines

The Project Management Plan is designed to provide a simple summary of the key elements of the project and should include:

- A clear implementation timetable and tangible milestones
- A comprehensive budget and financial management strategy, including additional cash and in-kind contributions
- A clear approach to tracking, assessing, and reporting on progress; and
- A risk management plan identifying key risks and mitigation strategies.

#### 18. Project aim

*This is a statement of why the project is being undertaken. It should be broad, high level and explain what you want to achieve through this project. This should articulate the starting and finishing TRL levels identified within your grant application.*

<b>Project Aim</b>	[*insert aim of project]
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#### 19. Project objectives

*The project objectives are how your project will be measured. State 4-5 objective(s) which will stem from implementation of the project.*

<b>Project Objectives</b>	[*insert project objectives]
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**20. Project participants**

*Provide a summary of all participants in the Lead Organisation, organisation, role, responsibility, and time commitment as per the application.*

*Add or delete rows and tables as necessary.*

20.1 Project team

Position	Name	Organisation	Role and responsibility	Time commitment (FTE)
Lead Entrepreneur				
Collaborating Entrepreneur				

20.2 Partner organisation(s)

Registered Business Name	Trading Name (if relevant)	ABN / ACN	Country	Sector	Size
<partner name>				<Industry / Research / Government / Other>	<Small / Medium / Large>

20.3 Students

Name	University	Academic level (Honours, Masters, PhD)	Role and responsibility	Time commitment (FTE)

**21. Timeline and outcomes**

*A milestone is a point in the project where a group of tasks or activities have been undertaken to reach this point. This can be represented in a table, timeline or on a Gantt chart (this can be completed in programs like MS Project, Visio or Excel). Tangible products generated as part of the project are deliverables. Include in this section a list of the deliverables and their contents (if appropriate) to be produced during the project. Use this table to list specific deliverables agreed upon by the Lead Entrepreneur.*

Measures of success - the following table must reflect each outcome or result against which the measures of success will be reported in Progress and Final Reports.

For the purposes of the AEA Seed Program Measures of success can include:

- Improving the TRL of the project
- Increased industry engagement through collaboration, investment, product development
- Securing IP, Licensing or Patent agreements for the research
- Improved capability and understanding of the commercial opportunities relevant to your field of research
- Enhanced researcher/academic preparedness to explore research projects with identifiable commercial outcomes
- A spinout/startup or SME (small medium sized enterprises)

	Milestone / Project phase description	Deliverable/outcome	Program measure of success this milestone relates to	End Date
1	<enter Milestone/Objective information>			DD/MM/YY
2				
3				

**22. Project deliverables and evaluation**

Deliverable	Delivery date
Progress report	As outlined in clause 6.3
Final report	As outlined in clause 6.6
Evaluation report	As outlined in clause 2

**23. Risk management plan**

*The risk management plan reflects the business specific and technological risks that have been identified in the context of the project, and their associated mitigation strategies.*

*Add or delete rows in table as necessary.*

Type of risk	Identified risks	Mitigation
<b>Business</b>		
<b>Technical</b>		
<b>Staffing</b>		



## 24. Certification

By submitting this Project Management Plan, you are certifying that:

- an authorised person from the Lead Organisation (This can be the Lead Entrepreneur or Research translation team) has completed the Project Management Plan.
- the information in this report is accurate, complete, and not misleading.
- you have complied with the relevant grant opportunity guidelines, as well as all funding conditions and relevant legislation applicable to the delivery of the Research Activity, as described in the Grant Guidelines and Conditions of Grant.
- you are aware that if you breach a condition imposed on the grant, the Minister may reduce the grant amount, or require repayment of grant funds already paid, in accordance with Part 2-5 of *Higher Education Support Act 2003*.

## Conditions of Grant

### Schedule 3 – Budget and Schedule of payments

Table 1 - Budget

Expenditure Items	Grant Funds	Lead Organisation Contributions		Collaborating Organisation Contributions		Partner Organisation Contributions		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	
Totals								

Table 2 – Payments

Milestone	Due date	Instalment	GST (if applicable)
Milestone 1 on execution of Condition of Grant (CoG)	Date align with commencement date		nil
Milestone 2 on acceptance of Progress Report	Date to be one month after the Progress Report in 6.3		nil
Milestone 3 on acceptance of Final Report	Date to be one month after the Final Report in 6.6		nil
	<b>Sub total</b>		
	<b>Add GST</b>		nil
	<b>TOTAL</b>		