



HIGHER EDUCATION SUPPORT ACT 2003

**GRANTS MADE UNDER PART 2-3, ITEM 7 OF THE TABLE IN SUBSECTION 41-10(1) OF THE
HIGHER EDUCATION SUPPORT ACT 2003 (the “Act”) TO SUPPORT RESEARCH BY, AND THE
RESEARCH CAPABILITY OF, HIGHER EDUCATION PROVIDERS**

RESEARCH SUPPORT PROGRAM

ANNEXURE TO

**APPROVAL OF A GRANT TO AN ELIGIBLE HIGHER EDUCATION PROVIDER UNDER SECTION
41-20**

APPROVAL OF THE AMOUNT OF A GRANT DETERMINED UNDER PARAGRAPH 41-30(a);

AND

**DETERMINATION UNDER SUBPARAGRAPH 41-25(b) (i) OF CONDITIONS ON WHICH A
GRANT IS MADE**

PART A OF ANNEXURE: DETAILS OF GRANTS

PART B OF ANNEXURE: CONDITIONS OF GRANTS

December 2016

This work is copyright. Apart from any use permitted under the *Copyright Act 1968*, no part may be reproduced by any process without the written permission of the Commonwealth of Australia acting through the Department of Education and Training.

PART A OF ANNEXURE

DETAILS OF GRANT

1. The Recipient

- 1.1 The **Recipients** are eligible Australian higher education providers ("**HEP**"), as specified in section 16-15 (Table A providers) or section 16-20 (Table B providers) of the *Higher Education Support Act 2003* (the "**Act**").

2. Year

- 2.1 The **Year** in respect of which the Grants are made is 2017.
- 2.2 The Grants are made under the program known as the Research Support Program ("**RSP**") as specified in Chapter 1 of the *Other Grants Guidelines (Research) 2017* (made under section 238-10 of the Act).

3. Grant Amounts

- 3.1 The RSP Grant Amount has been calculated according to the method specified in part 1.4 of the *Other Grants Guidelines (Research) 2017* and is specified in the following table in which the HEP's name appears:

NEW SOUTH WALES

2017 Research Block Grants	RSP Grant amounts
Charles Sturt University	\$3,722,281
Macquarie University	\$15,384,458
Southern Cross University	\$3,269,663
The University of Sydney	\$87,105,182
University of New England	\$7,420,249
University of New South Wales	\$78,389,402
University of Newcastle	\$21,038,222
University of Technology, Sydney	\$11,649,898
University of Western Sydney	\$7,622,954
University of Wollongong	\$14,112,170

VICTORIA

2017 Research Block Grants	RSP Grant amounts
Deakin University	\$11,287,335
Federation University Australia	\$1,634,166
La Trobe University	\$13,545,965
MCD University of Divinity	\$579,714
Monash University	\$81,323,864
Royal Melbourne Institute of Technology	\$13,912,836
Swinburne University of Technology	\$6,806,345
The University of Melbourne	\$95,435,242
Victoria University	\$4,391,673

QUEENSLAND

2017 Research Block Grants	RSP Grant amounts
Bond University	\$1,967,707
Central Queensland University	\$2,463,968
Griffith University	\$16,502,290
James Cook University	\$12,874,794
Queensland University of Technology	\$21,882,273
The University of Queensland	\$89,915,964
University of Southern Queensland	\$3,066,025
University of the Sunshine Coast	\$2,725,270

WESTERN AUSTRALIA

2017 Research Block Grants	RSP Grant amounts
Curtin University of Technology	\$18,763,091
Edith Cowan University	\$4,330,842
Murdoch University	\$8,247,689
The University of Notre Dame Australia	\$746,456
The University of Western Australia	\$47,074,958

SOUTH AUSTRALIA

2017 Research Block Grants	RSP Grant amounts
The Flinders University of South Australia	\$12,393,556
The University of Adelaide	\$42,607,572
Torrens University Australia	\$11,561
University of South Australia	\$15,836,436

TASMANIA

2017 Research Block Grants	RSP Grant amounts
University of Tasmania	\$22,203,063

NORTHERN TERRITORY

2017 Research Block Grants	RSP Grant amounts
Batchelor Institute of Indigenous Tertiary Education	\$144,264
Charles Darwin University	\$9,221,705

AUSTRALIAN CAPITAL TERRITORY

2017 Research Block Grants	RSP Grant amounts
The Australian National University	\$59,617,525
University of Canberra	\$4,144,737

OTHER

2017 Research Block Grants	RSP Grant amounts
Australian Catholic University	\$3,542,411

- 3.2 The amount of the Grant does not include Goods and Services Tax ("GST"). Should GST be applicable we may vary the amount of the Grant to take into account the effect of the GST, without having to remake these Details of Grant.

4. Reporting

- 4.1 The items specified in the table, below, are required in the form and by the dates specified in the table, and must be sent to RBGrants@education.gov.au.

In the event that it is not possible to lodge this return by electronic submission, hard copy submissions can be sent to:

**Director
Research Funding and Data
Research Funding and Policy Branch
Department of Education and Training
GPO Box 9880
Canberra ACT 2601**

Description	Form	Due Date
Acquittal of Australian Government financial assistance	As specified by the Department ¹	30 June 2017
Higher Education Research Data Collection (HERDC) Return ³	Electronic Submission ²	
HERDC Audit Certificate	Electronic Submission ²	
HERDC Vice-Chancellor's Certification Statement	Electronic Submission ²	

- 4.2 Details concerning the HERDC requirements may be found via the following URL:
education.gov.au/higher-education-research-data-collection

Notes:

1. HEPs that are **not** required to submit acquittals in accordance with the *Financial Statement Guidelines for Australian Higher Education Providers* must submit this information to the Department in relation to RSP.
2. This item is a "**Report**" for the purposes of Part B of this Annexure.
3. To be made in accordance with details notified by the Department of Education and Training.

PART B OF ANNEXURE

CONDITIONS OF GRANT

MEANING OF WORDS

In this Part B of the Annexure:

“Act”	the <i>Higher Education Support Act 2003</i>
“Annexure”	means the annexure to the Minister’s determination referred to in section 1.2, of which these Conditions of Grant comprise Part B
“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
“Available Material”	the Report and any Third-party Material
“Commonwealth Material”	means any Material provided to the HEP by the Commonwealth of Australia
“Conditions of Grant”	means these conditions of grant as set out in Part B
“Department”	means the Department of Education and Training, also “Education”
“Grants”	the grants referred to in Part A
“Grant Amount”	in relation to any particular HEP, means the amount specified in item 3.1 of Part A of this Annexure in relation to that HEP
“Guidelines”	means the <i>Higher Education Support Act 2003 - Other Grants Guidelines (Research) 2017</i> , made under section 238-10 of the Act, and as amended from time to time
“HDR”	means a higher degree by research which is a Research Doctorate or Research Masters course for which at least two-thirds of the student load for the course is required as research work
“HEP”	means an eligible higher education provider as specified in section 16-15 of the Act (Table A Providers) or section 16-20 of the Act (Table B Providers)
“Intellectual Property Rights”	also “IPRs” means all intellectual property rights, including: <ul style="list-style-type: none">a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidentialb) any application or right to apply for registration of any of the rights referred to in paragraph (a); andc) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered
“Material”	includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights
“Minister”	the Commonwealth Minister for Education and Training

“Moral Rights”	means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968 (Cth)</i>
“Part A”	Part A of this Annexure
“Part B”	Part B of this Annexure
“Personal Information”	has the same meaning as it does in the Privacy Act
“Pre-existing Material”	means Material owned or created by a party independent of the research or work conducted under receipt of a Grant
“Privacy Act”	the <i>Privacy Act 1988</i> as amended from time to time
“Program”	the program specified in item 2.2 of Part A
“Recipient”	means an eligible higher education provider as specified in section 16-15 of the Act (Table A Providers) or section 16-20 of the Act (Table B Providers)
“Report”	means the report specified in item 4.1 of Part A of this Annexure
“Research”	means research and experimental development as defined by the OECD Frascati manual and specified in the Higher Education Research Data Collection specifications
“Research Doctorate”	means a Level 10 Doctoral Degree (Research) qualification as described in the Australian Qualifications Framework
“Research Masters”	means a Level 9 Masters Degree (Research) qualification as described in the Australian Qualifications Framework
“Secretary”	the Secretary of the Department
“Stipend”	means a financial amount paid directly to a student to assist with general living costs whilst enrolled in a HDR
“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)
“Year”	means the year specified in item 2.1 of Part A

1. PREAMBLE

- 1.1 Under Division 41 of the Act, the Commonwealth may make grants to HEPs to support research by, and the research capability of, HEPs, being the purpose specified in item 7 of the table in subsection 41-10(1) of the Act.
- 1.2 Under paragraph 41-25(b)(i) of the Act, where the grant is being made under a program for which the Guidelines do not specify conditions that apply to grants under that program, the grant is made on such conditions (if any) as the Minister determines in writing and also on the condition that the body must meet the quality and accountability requirements.
- 1.3 The Minister's delegate has approved the Grants in respect of the Year. The HEPs agree to accept the Grants on the terms and conditions set out in these Conditions of Grant.
- 1.4 The Grants are for the purpose of supporting research by, and the research capability of, HEPs.
- 1.5 The Program is governed by Chapter 1 of the Guidelines.

2. THE GRANTS

- 2.1 Each Grant is made in respect of the Year, and must be spent in accordance with these Conditions of Grant and the objectives of the Program under which it is made, as specified in the Guidelines.

Expenditure of Grants

- 2.2 A HEP has discretion in the way it spends its Grant Amount subject to the requirements set out in the Guidelines and in these Conditions of Grant.
- 2.3 A HEP's Grant Amount must only be used to fund activities related to the conduct of research including the indirect costs associated with Australian competitive grants.
- 2.4 Grant Amounts must not be used to fund stipends for HDR students.
- 2.5 Grant Amounts may be paid by HEPs to other HEPs or third parties to support the HEP's activities.

Rollover and Recovery of Unspent Grant Amounts

- 2.6 If the HEP fails to spend an amount of the Grant (the "**Unspent Amount**") by the end of the Year, the Department will notify the HEP of any decision under section 41-40 of the Act relating to Unspent Amounts.
- 2.7 The HEP must not spend any of the Unspent Amount for any purpose without first receiving written notice from the Secretary (or a delegate of the Secretary) giving details of the Secretary's determinations and specification referred to under section 41-40.
- 2.8 The Department may require the HEP to return the Unspent Amount to the Department upon request.
- 2.9 The HEP must:
 - 2.9.1 notify the Minister (or the Minister's delegate) in writing of any event that may significantly affect the HEP's capacity to meet these Conditions of Grant; and
 - 2.9.2 provide the Minister (in the form required by the Minister and at such times specified by the Minister) with such other information that the Minister by notice in writing requires from the HEP in respect of the Grant or compliance by the HEP with these Conditions of Grant.

3. PAYMENT

- 3.1 Subject to compliance by the HEP with the terms of these Conditions of Grant, the manner and time of payments for the Year will be as determined by the Minister and the Secretary (or their delegates), respectively, under subsections 164-5(1) and (2) of the Act.

4. REPORTING

- 4.1 The HEP must provide the Department with the Reports and other information in accordance with the requirements specified in item 4.1 of Part A of this Annexure.
- 4.2 If requested in writing by the Commonwealth, the HEP will provide the Commonwealth with access to review Material at the HEP's premises.
- 4.3 Reports must be in the form of the approved templates available from the 'Research Block Grants' website page:

education.gov.au/research-block-grants

5. DISSEMINATION

- 5.1 The Commonwealth reserves the right to publicise the award of any Grant to the HEP and information about any aspect of these Conditions of Grant at any time, in such manner and to such parties as it sees fit.

6. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

- 6.1 The HEP must acknowledge the contribution made by the Commonwealth to all projects, having a value greater than \$5 million and funded from the Grant, in all related promotional material. In particular, the HEP should ensure that:
 - 6.1.1 the HEP use the specific term 'Australian Government Research Support Program' in any acknowledgement;
 - 6.1.2 the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
 - 6.1.3 any formal statement issued in relation to any aspect of the project, including speeches, media releases, brochures, should make reference to the Commonwealth contribution;
 - 6.1.4 any signs and plaques erected in association with a project must acknowledge the Commonwealth's assistance; and
 - 6.1.5 where an official opening or launch is proposed for a project the Commonwealth Minister is to be invited to attend or to send a representative.

7. DISCLOSURE OF INFORMATION

- 7.1 The Department gives no undertaking to keep confidential these Conditions of Grant or any information in a Report unless otherwise notified by the Department to the HEP in writing.

8. INDEMNITY

- 8.1 The HEP must indemnify the Commonwealth against any:
 - 8.1.1 loss or liability incurred by the Commonwealth;
 - 8.1.2 loss of or damage to Commonwealth property; or
 - 8.1.3 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:
 - 8.1.4 any act or omission by the HEP, or any of the HEP'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;
 - 8.1.5 any breach by the HEP or any of the HEP's employees, agents, or subcontractors of obligations or warranties under these Conditions of Grant;

- 8.1.6 any use or disclosure by the HEP, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with these Conditions of Grant; or
- 8.1.7 the use by the Commonwealth of the Reports, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including Moral Rights) in the Reports.
- 8.2 The HEP's liability to indemnify the Commonwealth 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.
- 8.3 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.
- 8.4 In this clause 8, "**fault**" means any negligent or unlawful act or omission or wilful misconduct.

9. ACCESS TO PREMISES AND RECORDS

- 9.1 The HEP must at all reasonable times give:
 - 9.1.1 the Auditor-General;
 - 9.1.2 the Privacy Commissioner (meaning the Office of the Australian Information Commissioner, established under the *Australian Information Commissioner Act 2010*, including any other entity that may, from time to time, perform the functions of that Office);
 - 9.1.3 the Minister's delegate
 - 9.1.4 a member of the Internal Audit Branch in the Department, on production of photo identification; or
 - 9.1.5 or any person authorised in writing by the Secretary:
 - i. reasonable access to:
 - A. the HEP's employees;
 - B. premises occupied by the HEP;
 - C. Material; and
 - ii. reasonable assistance to:
 - A. locate and inspect Material relevant to the Grant;
 - B. make copies of Material and remove those copies relevant to the Grant.
- 9.2 The rights referred to in clause 9.1 are subject to:
 - 9.2.1 the provision of reasonable prior notice to the HEP; and
 - 9.2.2 the HEP's reasonable security procedures.
- 9.3 If a matter is being investigated which, in the opinion of a member of the Internal Audit Branch in the Department or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 9.2.1 will not apply.
- 9.4 The requirement for access specified in clause 9.1 does not in any way reduce the HEP's responsibility to perform its obligations under these Conditions of Grant.

10. INTELLECTUAL PROPERTY RIGHTS IN THE REPORTS

- 10.1 Subject to this clause, ownership of the Reports and the Intellectual Property Rights in the Reports vest in the HEP immediately on their creation.
- 10.2 The HEP grants 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.

- 10.3 To the extent that the Commonwealth needs to use any of the Pre-existing Material or Third-party Material provided by the HEP in connection with the Report, the HEP grants to, 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.
- 10.4 The HEP 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 clause.
- 10.5 The HEP:
- (a) warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Reports (including Third-party IPRs) in accordance with this clause 10;
 - (b) agrees to obtain from each author of the Available Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by the Commonwealth or any person licensed by the Commonwealth to use, reproduce, adapt and exploit the Available Material; and
 - (c) agrees to provide to the Commonwealth, on request, the executed original of each consent.
- 10.6 In this clause, “**Specified Acts**” means any of the following acts or omissions by or with the authority of the Commonwealth in relation to the Available Material:
- (a) using, reproducing, adapting or exploiting all or any part of the Available Material, with or without attribution of authorship;
 - (b) supplementing the Available Material with any other Material;
 - (c) using the Available Material in a different context to that originally envisaged; but not including false attribution of authorship

11. RECORDS

- 11.1 The HEP must keep and make available to the Department on the Department’s request full and accurate records of the operation of the Grant including the receipt and use of the Grant Amount (in accordance with Australian Accounting Standards where appropriate).

12. PROTECTION OF PERSONAL INFORMATION

- 12.1 The HEP agrees:
- (a) to comply with all of the requirements of the Privacy Act (including the Australian Privacy Principles) in relation to any act or omission in connection with these Conditions of Grant, as if the HEP were an agency as defined in the Privacy Act;
 - (b) to deal with Personal Information received, collected, created or held by the HEP for the purposes of these Conditions of Grant only to fulfil the HEP’s obligations under these Conditions of Grant; and
 - (c) ensure that any contractor engaged by the HEP to perform any of its obligations under these Conditions of Grant is contractually bound to comply with the Australian Privacy Principles.
- 12.2 An act done or a practice engaged in by the HEP or a subcontractor to meet (directly or indirectly) an obligation under these Conditions of Grant:

- (a) is authorised by this clause 12 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with an Australian Privacy Principle or a registered APP code (as defined in the Privacy Act) that applies to the HEP or the subcontractor; but
- (b) is subject to the other obligations in these Conditions of Grant including this clause 12.

12.3 In this clause, "received" includes "collected".

13. COMPLIANCE WITH LAWS AND POLICIES

13.1 The HEP 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 HEP by the Minister at the time of the Grant.

13.2 The HEP acknowledges that:

- (a) it may have obligations under the *Workplace Gender Equality Act 2012* and must comply with those obligations;
- (b) when dealing with its employees, it must comply with the *Fair Work Act 2009* and related legislation, and obligations under relevant occupational health and safety laws;
- (c) Chapter 7 of the *Criminal Code Act 1995* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (d) giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;
- (e) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of compliance with these Conditions of Grant (other than a person to whom the HEP authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;
- (f) in respect of data, including personal information, held in connection with these Conditions of Grant, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of complying with these Conditions of Grant is an offence under Part 10.7 of the *Criminal Code Act 1995* which may attract a substantial penalty, including imprisonment;
- (g) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (h) it is aware of its obligations under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of the United Nations (Dealing with Assets) Regulations 2008*;

Note: more information about the Charter of United Nations Act and the Charter of United Nations (Dealing with Assets) Regulations is available at
http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html
- (i) it may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983* and must comply with any such provisions.

14. APPLICABLE LAW AND JURISDICTION

14.1 The laws of the Australian Capital Territory apply to the interpretation of these Conditions of Grant.