

**DENTAL TRAINING EXPANDING RURAL PLACEMENTS  
(DTERP) PROGRAM 2011-14  
OPERATIONAL FRAMEWORK**

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## Introduction

### Policy Context

The *Dental Training – Expanding Rural Placements (DTERP)* measure was announced in the 2007-08 Australian Government Budget. The aim of the DTERP Program is to help address the shortage and maldistribution of dentists, especially in rural and remote areas. The DTERP Program supports six Australian dental faculties based at metropolitan universities to improve rural access to dental services by expanding dental training in regional settings.

Funding is provided to support extended clinical placements in rural training settings for up to 30 full time equivalent metropolitan dentistry students annually, representing five ongoing placements per university. Placements must be in Australian Standard Geographic Classification – Remoteness Areas (ASGC-RA) 2-5.

The six metropolitan Faculties of Dentistry are at:

- The University of Adelaide;
- The University of Melbourne;
- The University of Sydney;
- The University of Western Australia;
- The University of Queensland; and
- Griffith University

Funding includes support for dental academic staff appointed to support students on rural placement (this may include a senior academic post for each dental faculty to be established in a rural area) and also covers universities' administration costs including student relocation, employment of academic staff (private practitioners) and administrative support personnel.

Capital funding was provided to each participating university in the establishment phase of the Program in 2007-08 and 2008-09. Capital works funding agreements were established with each university, covering this initial two year period.

Capital funding is provided for the construction of dental teaching clinics, teaching administration facilities and student accommodation.

There is no ongoing capital works allocation specifically for the DTERP Program beyond 2008/09, however universities participating in the DTERP Program are often eligible to apply for capital works funding through other Australian Government initiatives such as the *Rural Educational Infrastructure Development (REID)* funding pool.

On 28 April 2009 the Minister for Health and Ageing approved the proposed structure of the new *Rural Health Multidisciplinary Training (RHMT) Program* following the Office of Rural Health's review of rural health initiatives and the development of the *Rural and Remote Health Programs Reform Strategy*.

The RHMT Program combines the financial appropriations for the following complementary initiatives, which had existed as separate financial entities:

- the Rural Clinical Schools (RCS) Program\*;
- the Rural Undergraduate Support and Coordination (RUSC) Program\*.
- the University Departments of Rural Health (UDRH) Program;
- the **Dental Training Expanding Rural Placements (DTERP) Program**; and
- the John Flynn Placement Program (JFPP).

\* these initiatives will be combined into a new Rural Clinical Training and Support Program during 2010.

### **Who Benefits from the DTERP initiative?**

A range of rural communities will benefit from investments in dental training infrastructure and new clinical academic appointments. This will improve local employment, economic development, and dental health service delivery. It is also anticipated that this measure will increase the rural dental workforce once students return to rural areas following the completion of their training, as evidence suggests that graduate students are more likely to consider rural careers if they have had an opportunity to undertake clinical training in a regional or rural community setting.

### **Funding**

The 2007/08 Australian Government DTERP Budget measure allocated \$12.3 million over four years to improve rural access to dental training by expanding dental training in regional settings.

The 2009/10 Australian Government Budget provided an additional \$4.1 million over four years, addressing the projected funding shortfall in the original 2007-08 DTERP Budget measure. This enabled operational support to be maintained at sustainable levels.

Current DTERP funding allocation:

<b>2007/08</b>	<b>2008/09</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>	<b>2012/13</b>	<b>2013/14</b>
\$7.17m	\$3.04m	\$1.92m	\$1.95m	\$1.99m	\$2.02m	\$2.06

### **Eligibility and Assessment**

The DTERP Program supports six Australian dental faculties at the universities of Adelaide, Melbourne, Sydney, Western Australia, Queensland and Griffith.

Other Australian universities are not currently eligible to participate in the DTERP Program. An expansion of the Program requires Government approval (more specifically, the Minister for Health and Ageing). Any Australian university with a Faculty of Dentistry wishing to become part of the Program may submit a proposal at any time in any format. There is no formal or periodic application process. Proposals for new participants should be directed to the Minister for Health and Ageing. The decision on whether the Program will be expanded to include/provide funding to other universities would rest with the Minister for Health and Ageing, through Cabinet and via a Budget process.

It is strongly recommended that universities discuss their proposal in the first instance with the Department, prior to preparing a submission.

Initial queries should be directed to:

The Director  
Regional Training Models Section  
Medical Education and Training Branch  
Department of Health and Ageing  
MDP 808  
PO Box 9848  
CANBERRAACT2601  
Ph: (02) 6289 4567

The Department's role is to provide feedback to applicants on whether their proposal meets the DTERP Program Parameters. These Parameters are outlined below under 'Governance Arrangements'.

Once a submission is received, the Department's assessment panel (comprising of, at a minimum, the Director of the Regional Training Models Section and Assistant Secretary of the Medical Education and Training Branch) would assess the proposal and provide advice to the Government on a range of issues (outlined below). The decision would then lie with the Minister for Health and Ageing as to whether the Program should be expanded and funding is allocated to new participants.

Applicant's proposals should address the following issues:

- demonstrated ability of the university to meet the DTERP Program Parameters if the application was successful;
- capacity of the university to enable the successful implementation of the Program, including a description of the type and availability of clinical education staff;
- how funding would expand existing rural training activity, rather than supplement existing activity;
- the level of support available from other agencies (local community, local dental health service providers, the relevant state health department and local tertiary education providers) which the university would be expected to work closely with in delivering the Program;
- teaching infrastructure requirements necessary to support the implementation of the Program; and
- implementation risks.

The Department will inform applicants of the outcome of the Minister's decision regarding their proposal.

Information about participating universities in the DTERP Program is detailed on the Department of Health and Ageing's website and any new universities will also have its details published on the website.

## **Complaints**

In order to ensure administrative transparency the Department has a fair, equitable and non-discriminatory complaints handling procedure.

Should a university wish to lodge a dispute or complaint about the DTERP Program funding process they should do so by advising in writing the Departmental Contact Officer as detailed under 'Further Information' on page 7 of this Operational Framework.

Information on the [procedure for lodging a complaint](http://www.health.gov.au/internet/main/publishing.nsf/Content/pfps-complaintsprocedures) is available on the Department's website: <http://www.health.gov.au/internet/main/publishing.nsf/Content/pfps-complaintsprocedures>.

Note, the decision on whether the Program will be expanded to include new participants does not rest with the Department through a competitive grants process, rather it is a decision of the Government.

## **Reporting**

Reporting and accountability requirements are outlined in the Funding Agreement with each university. These include:

- Six-monthly performance reports;
- Six-monthly expenditure reports;
- Audited financial statements at the end of either a full financial or calendar year and again at the end of a project period; and
- A final performance report at the end of the project period.

A reporting template forms part of the DTERP recurrent Funding Agreement (or Funding Schedule). A copy of the reporting template is **Attachment A**.

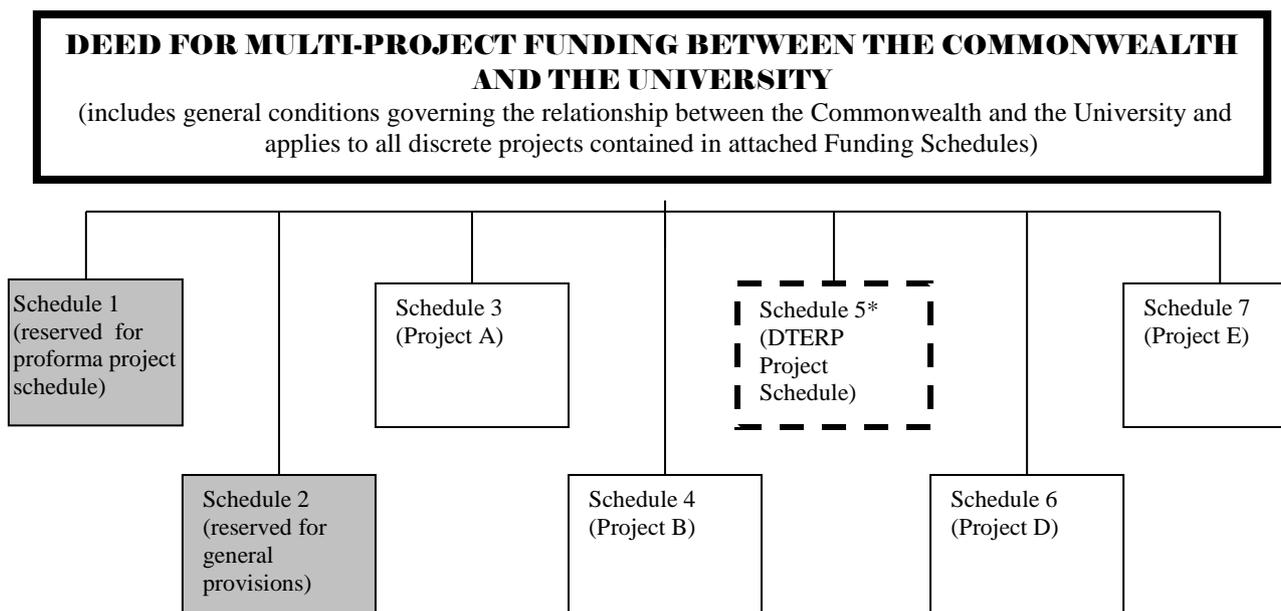
Current participant's performance is analysed against the seven DTERP Program Parameters (outlined below under 'Governance Arrangements') and compliance with the terms and conditions of the funding agreement, including the participant's efficient and effective use of Commonwealth funds.

The Department's acceptance of the specified reports (above) and satisfaction that the participant is making sufficient progress in meeting the minimum requirements outlined in the DTERP Program Parameters for funding and that the participant has met the terms and conditions of the funding agreement, will result in the release of funds for the relevant reporting period.

# Governance Arrangements

The DTERP Program is fully managed by the Australian Government Department of Health and Ageing. The DTERP Program is managed through a Deed for Multi-Project Funding (a “Deed”) and Project Schedule (attached to the Deed) established between the Department and the participating university. A copy of the draft Deed is at **Attachment B**.

The DTERP Schedule may be one of several discrete Schedules which are attached to the Deed with a university. The other Schedules will govern the operation of other initiatives within the Rural Health Multidisciplinary Training Program, such as the Rural Clinical Schools Program and the University Departments of Rural Health Program (if the university in question participates in those initiatives). Schedules 1 and 2 are customarily reserved for (1) a proforma project schedule and (2) general provisions, as the following diagram shows:



*\* The actual number of the Schedule being used for the DTERP Project will depend on when it was added to the Deed, in relation to the other Projects which may also have Schedules under this Deed. The DTERP Schedule in this example is Schedule 5 as it would have been the third project one offered to the host university under this Deed. Only Schedule 1 and 2 are reserved for specific purposes. The Deed can support as many Schedules as necessary.*

DTERP Schedules are based on the seven Funding Parameters as agreed through consultation between the Department and Faculties of Dentistry at universities. The Parameters outline the minimum level of training and support required by the universities to ensure that students are provided with a range of experience consistent with Australian Dental Council standards. These Parameters are outlined below.

The university must act in accordance with the Program Parameters for Funding Dental Training – Expanding Rural Placements detailed as follows:

1. The university must develop and support extended rural training placements (in nominated ASGC RA 2-5 areas) for at least five Australian dental students (full time equivalent) for each full academic year of participation in this initiative. Individual placements must be for a minimum of one month to a maximum of twelve months. Placements should be designed to provide students with a positive experience of rural dentistry with a view towards encouraging future rural service provision.

2. In providing these placements the university must provide students with a range of experience consistent with Australian Dental Council requirements for dental curriculum. Placements must be provided in a safe, well supported and culturally appropriate environment. Training may be provided in either public or private settings.
3. The university must appoint suitable dental academic staff to support students on rural placement. A range of other dental practitioners and support staff may also be involved in the delivery of training.
4. The university must establish formal partnerships with the local community, local dental health service providers, the relevant state health department and local tertiary education providers to assist in the successful delivery of the initiative. This should include partnerships with rural training institutions such as Rural Clinical Schools and University Departments of Rural Health (where applicable) to maximise the utilisation of local facilities and expertise.
5. The university's involvement in this initiative should contribute to broader health priorities, including research focussed on rural health issues, within the dental faculty and other relevant health faculties.
6. The university must maintain transparent internal evaluation mechanisms to assess the quality of placements, student satisfaction with rural placements and likely impact on workforce recruitment.
7. A maximum of 10% of the approved operational budget for this initiative may be utilised at the base university campus (capital city), unless otherwise approved by the Department.

Australian Government funding for universities is contingent upon the achievement of these Parameters.

The Minister could approve new parameters at any time, based on advice from the Department. Revised parameters would then need to be reflected in either new or varied agreements with the participating universities.

## **Roles and Responsibilities**

### **Role of the funded university:**

Universities participating in the DTERP Program must act in accordance with the terms and conditions of the Funding Agreement and the DTERP Program Parameters (as listed above).

The funded university is also responsible for:

- establishing a project manager or management group;
- employing and managing project staff;
- maintaining contact with the Australian Government Department of Health and Ageing;
- identifying and managing training sites and student accommodation;
- establishing collaborative project delivery partnerships with the local community and local and state health services;
- ensuring that facilities funded through the DTERP Program are used for their intended purpose (as specified in the Funding Agreement) during the retention period for the project (as specified in the Funding Agreement);
- ensuring student safety while on rural placement and that all training is provided in a safe and culturally appropriate environment;

- providing positive, high quality clinical education and training experiences for dental students in rural areas;
- facilitating student engagement with the local rural community;
- endorsing tasks to be undertaken within work plans approved by the Australian Government Department of Health and Ageing;
- providing copies of relevant materials and resources to the Department upon request (as specified in the Funding Agreement);
- establishing clear and simple mechanisms to handle any unforeseen problems in completing the project successfully and on time;
- reporting regularly (as specified in the Funding Agreement and Schedule) on project performance and expenditure;
- providing audited financial statements where necessary (as specified in the Funding Agreement); and
- providing a final performance report and audited financial statement at the conclusion of the project.

### **Role of the Department of Health and Ageing:**

The Department is responsible for:

- considering and assessing proposals for new DTERP Program participants and providing advice to the Government, through the Minister, on any such proposals;
- constructing DTERP Funding Agreements and Schedules for selected universities to enter into;
- monitoring the performance of projects to ensure that the conditions of the Funding Agreement are met;
- assessing activity and expenditure reports and undertaking follow up activity as necessary;
- identifying and providing advice on emerging strategic issues and barriers to access to services through participation in meetings/forums as required;
- providing a strategic direction for the DTERP Program in accordance with Government policy;
- establishing, monitoring and reporting on performance measures for the DTERP Program;
- acquitting funding at the completion of projects.

### **Evaluation**

Participating universities are required to fully participate in any evaluation processes carried out by the Department.

Participating universities are encouraged to include monitoring of students' career intentions and satisfaction with rural placements as part of their delivery of the program.

Definitive health workforce outcomes for rural training programs are difficult to quantify due to the long lead time between the commencement of training and a students final choice of career location.

A literature review "What evidence is there that increasing rural origin admissions and undergraduate rural exposure produces more rural doctors?" was undertaken by the Regional Training Models Section in October 2008. This review found strong evidence to link rural origin (and to a lesser extent, rural exposure) to rural practice.

## **Taxation Implications**

All taxes, duties and government charges ('Taxes') imposed or levied in Australia or overseas in connection with funding through the DTERP Program must be paid by the University, or as the University might arrange.

The University must pay Goods and Services Tax ('GST') on the goods, services and other supplies made under DTERP Program Funding Agreements ('the supplies') to the extent that they are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* ('the GST Act').

## **Further Information**

The Departmental Contact Officer for the DTERP Program is:

The Director  
Regional Training Models  
Medical Education and Training Branch  
Department of Health and Ageing  
MDP 808  
PO Box 9848  
CANBERRAACT2601

This position is currently held by Padmaja Jha, phone: (02) 6289 4567 or email: [Padmaja.Jha@health.gov.au](mailto:Padmaja.Jha@health.gov.au).

The [DTERP Program](#) page of the Department of Health and Ageing website is: <http://www.health.gov.au/internet/main/publishing.nsf/Content/work-st-dterp>.

# ATTACHMENT A

## **Reporting Framework for the Dental Training – Expanding Rural Placements (DTERP) Program**

### **Parameters and Questions**

#### **Parameter 1**

*The University must develop and support extended rural training placements (in nominated ASGC RA 2-5 areas) for at least five Australian dental students (full time equivalent) for each full academic year of participation in this initiative. Individual placements must be for a minimum of one month to a maximum of twelve months. Placements should be designed to provide students with a positive experience of rural dentistry with a view towards encouraging future rural service provision.*

1. Provide a brief outline of the University's dental degree and its structure including the length of the academic year (in weeks).
2. Provide the number of Australian undergraduate students undertaking clinical placements in rural or remote sites funded by the DTERP Project, using the table below.

<b>Placement Location</b>	<b>No. Australian students on placement</b>	<b>Placement Duration (in weeks)</b>	<b>Total weeks</b>
<i>e.g. Dalby</i>	40	6	240
<i>e.g. St George</i>	50	4	200
<i>Add more rows as needed</i>			
<b>Total</b>	<b>90</b>	<i>n/a</i>	<b>440</b>

3. Provide a written summary of no more than half a page regarding the placements supported by the DTERP Project.

#### **Parameter 2**

*In providing these placements the University must provide students with a range of experience consistent with Australian Dental Council requirements for dental curriculum. Placements must be provided in a safe, well supported and culturally appropriate environment. Training may be provided in either public or private settings.*

1. Provide ongoing confirmation that the DTERP Project is meeting its curriculum requirements, including the type of training offered.
2. Describe how training is delivered, including any new experiences that have been developed, or are being developed, since the last report.
3. Describe student support mechanisms.

#### **Parameter 3**

*The University must appoint suitable dental academic staff to support students on rural placement. A range of other dental practitioners and support staff may also be involved in the delivery of training.*

1. Describe staffing profile, including work location.

2. Comment on any increase or decrease in staffing including the DTERP Project co-ordinator, academics or administrative staff and describe both local and non-local recruitment activities.

**Parameter 4**

*The University must establish formal partnerships with the local community, local dental health service providers, the relevant state health department and local tertiary education providers to assist in the successful delivery of the initiative. This should include partnerships with rural training institutions such as Rural Clinical Schools and University Departments of Rural Health (where applicable) to maximise the utilisation of local facilities and expertise.*

1. Outline current partnerships, including the development of any new partnerships since the last report.
2. Describe all collaborative activities undertaken with the local community, local dental health service providers, the relevant state health department and/or local tertiary education providers and indicate how the University is working with these organisations to maximise use of resources.

**Parameter 5**

*The University's involvement in this initiative should contribute to broader health priorities, including research focussed on rural health issues, within the dental faculty and other relevant health faculties.*

1. Provide information on current research initiatives.

**Parameter 6**

*The University must maintain transparent internal evaluation mechanisms to assess the quality of placements, student satisfaction with rural placements and likely impact on workforce recruitment.*

1. Describe evaluation mechanisms in place.
2. What steps were taken to measure the students' impressions of their rural placement? Please report on any data collected. (Half page summary)
3. How does the University measure the quality of its rural dental placements? (Half page summary)

**Parameter 7**

*A maximum of 10% of the approved operational budget for this initiative may be utilised at the base University campus (capital city), unless otherwise approved by the Department.*

1. Describe how much of the budget is used at the main metropolitan campus and the way in which it has been spent.



**Australian Government**  
**Department of Health and Ageing**

**DEED FOR MULTI PROJECT FUNDING**

between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

Department of Health and Ageing  
ABN 83 605 426 759

and

**Insert University's name**  
**ABN insert number**

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## **SCHEDULE 2 – GENERAL PROVISIONS**

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THIS DEED is made

between the

**COMMONWEALTH OF AUSTRALIA** ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759

and

**insert University's name (bold and capitalised), legal description principal office** ('the University') ABN **insert number**

## RECITALS

- A. The Commonwealth has developed a number of programs, such as:
- (a)
  - (b)
- List the name of the programs and any other programs that you know of.**
- B. From time to time the University may apply for funding from the Commonwealth under a Program to perform a Project.
- C. Each time the Commonwealth agrees to provide funding to the University to perform a Project under a Program, the Commonwealth and the University agree that a separate agreement in respect of that funding will be entered into between the Commonwealth and the University on the following terms and conditions.

## OPERATIVE PROVISIONS

### PART 1. GENERAL

#### 1. INTERPRETATION

1.1 In this Deed and each Project Agreement, unless the contrary intention appears:

**'Aim of the Project'** in respect of a Project means the Project's objectives and outcomes described in Item A of the Project Schedule for the Project, which are the agreed results the University must achieve;

**'Approved Auditor'** means a person who is:

- (a) registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and
- (b) not a principal, member, shareholder, office holder or employee of the University directly involved in the delivery or management of a Project in any way;

**'Asset'** in respect of a Project means:

- (a) items identified in Item I of the Project Schedule for the Project; or
- (b) an item of tangible property purchased or leased either wholly or in part with the use of the Funds for the Project, with a value at the time of acquisition of \$5,000 or more, inclusive of GST,

but does not include Project Material;

**‘Auditor-General’** means the office established under the *Auditor-General Act 1997* and includes any other person that may, from time to time, perform the functions of that office;

**‘Australian Accounting Standards’** means the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

**‘Australian Auditing Standards’** means the standards set by the Auditor-General under section 24 of the *Auditor-General Act 1997* and generally accepted audit practices to the extent they are not inconsistent with such standards;

**‘Budget’** in respect of a Project means the budget as specified in Item B of the Project Schedule for the Project for expenditure of the Funds and such Other Contributions for the Project (if any) for the purposes of conducting the Project or performing obligations under the Project Agreement;

**‘Business Day’** means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

**‘Committed’** in respect of a Project at a particular date means Funds that the University is contractually obliged to pay to a third party in respect of any part of the activities making up the Project or the Final Report for the Project and that can be identified in a written contractual arrangement with that third party;

**‘Commonwealth’** means the Commonwealth of Australia as represented by any department or agency of the Commonwealth which is from time to time responsible for the administration of this Deed;

**‘Commonwealth Material’** in respect of a Project means any Material:

(a) provided by the Commonwealth to the University for the purposes of the Project;  
or

(b) copied or derived at any time from the Material referred to in paragraph (a),

but does not include Project Material (unless created or supplied by the Commonwealth);

**‘Completion Date’** in respect of a Project means the date that is 60 Business Days after the Commonwealth has received all deliverables required under the Project Agreement for the Project;

**‘Confidential Information’** means information that:

(a) is by its nature confidential;

(b) is designated by the Commonwealth as being confidential; or

(c) the University knows or ought to know is confidential;

but does not include information that:

(d) is or becomes public knowledge, other than by breach of a Project Agreement or by any other unlawful means;

(e) is in the possession of the University without restriction in relation to disclosure before the date of receipt from the Commonwealth; or

(f) has been independently developed or acquired by the University;

**‘Conflict’** means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through the University Personnel engaging in any activity or obtaining any interest that is likely to conflict with or restrict the University in performing a Project fairly and independently;

**‘Date of this Deed’** means the date on which this Deed is signed by the last Party to do so;

**‘Deed’** means this document and includes the Schedules and any Attachments or Annexures;

**‘Deed Manager’** means the person or position holder specified as such in Schedule 2 [General Provisions];

**‘Depreciated’** means the amount representing the same reduced value of an Asset as calculated for income tax purposes under, and in accordance with, the *Income Tax Assessment Act 1997*;

**‘End of Calendar Year Report’** in respect of a Project means the Report to be provided to the Commonwealth for the Project in accordance with clause 11.5;

**‘Existing Material’** in respect of a Project means all Material in existence prior to the commencement of the Project Agreement for the Project that is:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of,

the Project Material for the Project and includes Material identified as Existing Material in Item F of the Project Schedule for the Project but excludes Commonwealth Material;

**‘Final Report’** in respect of a Project means the Report to be provided to the Commonwealth for the Project in accordance with clause 11.4;

**‘Funds’** in respect of a Project means the amount or part thereof payable or paid by the Commonwealth as specified in Item E of the Project Schedule for the Project, including any amounts that are off-set, transferred or carried over under clause 4A;

**‘Government Agency’** means:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation;
- (b) a body established by the Governor-General or by a Minister of State of the Commonwealth, including departments; or
- (c) an incorporated company over which the Commonwealth exercises control;

**‘Guidelines’** in respect of a Project means the guidelines, if any, as described in Item L of the Project Schedule for the Project;

**‘Intellectual Property’** means all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, know-how and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation 1967;

**‘Interest’** means interest calculated at the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points;

**‘Law’** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State,

Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time;

**‘Liaison Officers’** in respect of a Project means the persons or position holders specified in Item G of the Project Schedule for the Project or any substitute notified in writing to the other Party;

**‘Material’** means documents, records, software (including source code and object code), goods, images, information and data stored by any means including all copies and extracts of the same;

**‘Moral Rights’** includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed;

**‘Ombudsman’** means the office established under the *Ombudsman Act 1976* and includes any other person that may, from time to time, perform the functions of that office;

**‘Other Contributions’** in respect of a Project means financial or in-kind resources (with in-kind resources valued at market rates) from third parties or the University for the Project, other than the Funds;

**‘Party’** means a party to this Deed;

**‘Personal Information’** means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**‘Privacy Commissioner’** means the office established under the *Privacy Act 1988* and includes any other person that may, from time to time, perform the functions of that office;

**‘Program’** in respect of a Project means that part of the operations of the Commonwealth under which the Funds for the Project are provided to the University;

**‘Progress Report’** in respect of a Project means a Report of the University’s progress in undertaking the Project to be provided to the Commonwealth in accordance with clause 11.3;

**‘Project’** means the activities described in Item A of the relevant Project Schedule and the provision of all Project Material for that Project, excluding the Final Report;

**‘Project Agreement’** means the agreement between the Commonwealth and the University for the funding of a Project formed upon the execution by both Parties of a Project Schedule in accordance with clause 3;

**‘Project Material’** in respect of a Project means all Material that is:

- (a) brought into existence for the purpose of the Project; or
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a),

and includes the Project Material described at Item F of the Project Schedule for the Project, but excludes Commonwealth Material;

**‘Project Period’** in respect of a Project means the period specified in Item C of the Project Schedule for the Project during which the Project must be completed;

**‘Project Schedule’** means a document setting put the agreed details of a Project which is substantially in the form of Schedule 1 to this Deed [Pro Forma Project Schedule];

**‘Report’** means Material provided to the Commonwealth in accordance with clause 11 including any Progress Reports, End of Financial Year Reports and the Final Reports;

**‘Specified Personnel’** in respect of a Project means University Personnel specified in Item M of the Project Schedule for the Project;

**‘Standards’** in respect of a Project means the standards for performance of the Project as set out in Item L of the Project Schedule for the Project;

**‘Term of this Deed’** means the period described in clause 2.1;

**‘Term of the Project Agreement’** means the period from the commencement of the Project Period for the Project to the Completion Date for the Project;

**‘University Personnel’** in respect of a Project means:

- (a) officers, employees, agents or subcontractors of the University; and
- (b) officers, employees, agents or subcontractors of the University’s subcontractors;

engaged in the performance of the Project, and includes:

- (c) Specified Personnel; and
- (d) those individuals (if any) engaged in the performance of the Project on a voluntary basis by the University or its subcontractors;

and

**‘Unspent’** in respect of a Project at a particular date means Funds for that Project that have not been spent or Committed by the University.

1.2 In this Deed and each Project Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (e) all references to dollars are to Australian dollars;
- (f) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (g) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision;
- (h) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended from time to time;
- (i) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge of the person after proper inquiry including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact;

- (j) a reference to the word ‘including’ in any form is not to be construed or interpreted as a word of limitation; and
  - (k) a reference to a ‘Recital’ is to the Recitals of this Agreement, a reference to a ‘clause’ is to a clause in this Deed, a reference to ‘Items’ are to Items in the Schedules to this Deed, a reference to ‘Schedules’ are to the Schedules to this Deed, and a reference to ‘Annexures’ or ‘Attachments’ is a reference to documents attached to this Deed.
- 1.3 If there is any conflict or inconsistency between the terms and conditions of this Deed, Schedule 2 [General Provisions], a Project Schedule and any Annexures or Attachments to this Deed:
- (a) the clauses of this Deed;
  - (b) then Schedule 2 [General Provisions];
  - (c) then the Project Schedule; and
  - (d) finally, any Annexures or Attachments;
- will prevail to the extent of the conflict or inconsistency.
- 1.4 The laws of the Australian Capital Territory apply to this Deed and to each Project Agreement. The Parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect of any dispute under this Deed or a Project Agreement.
- 1.5 This Deed and each Project Agreement records the entire agreement between the Parties in relation to their subject matter.
- 1.6 Subject to clauses 3, 4 and 18, no variation of this Deed or a Project Agreement is binding unless agreed in writing between the Parties or a deemed variation of the Budget.
- 1.7 Any reading down or severance of a particular provision does not affect the other provisions of this Deed or a Project Agreement.
- 1.8 A waiver of any provision of this Deed or a Project Agreement must be in writing.
- 1.9 No waiver of a term or condition of this Deed or a Project Agreement will operate as a waiver of another breach of the same or of any other term or condition contained in this Deed or a Project Agreement.
- 1.10 If a Party does not exercise, or delays in exercising, any of its rights under this Deed, a Project Agreement or at Law, that failure or delay does not operate as a waiver of those rights.
- 1.11 A single or partial exercise by a Party of any of its rights under this Deed or, a Project Agreement or at Law does not prevent the further exercise of any right.
- 1.12 The University must not assign its rights under this Deed or a Project Agreement without prior approval in writing from the Commonwealth.
- 1.13 This Deed may be executed in counterparts. The counterparts of this Deed when taken together will constitute one deed.
- 1.14 A Project Agreement may be executed in counterparts. The counterparts of the relevant Project Agreement when taken together will constitute one agreement.

## **2. TERM OF THIS DEED**

- 2.1 This Deed commences on the Date of this Deed and, unless terminated earlier, continues for the period specified in Schedule 2 [General Provisions].

- 2.2 Despite termination or expiration of this Deed:
- (a) the terms and conditions of this Deed will continue in force in respect of the Project Agreements which have not terminated or have not expired and which were formed prior to the date of termination or expiration of this Deed; and
  - (b) any Project Agreement formed prior to expiration or termination of this Deed will continue in force until it is terminated or expires, even if that this Deed is no longer in force.

## **PART 2. FORMATION OF PROJECT AGREEMENTS**

### **3. PROJECT AGREEMENTS**

- 3.1 If:
- (a) the Commonwealth wishes to provide funding to the University under the terms of this Deed, and
  - (b) the Parties agree and execute a Project Schedule,
- then a separate Project Agreement will be formed between the Commonwealth and the University.
- 3.2 The terms of each Project Agreement formed under clause 3.1 will be:
- (a) the terms and conditions set out in the executed Project Schedule;
  - (b) the terms and conditions set out in Schedule 2 [General Provisions]; and
  - (c) the terms and conditions set out in Part 3 of this Deed (and any other provisions of this Deed necessary to interpret those terms and conditions including the provisions of clause 1).
- 3.3 The Commonwealth is not prevented by this Deed from at any time funding other persons to perform the same or similar projects on such terms and conditions as may be agreed between the Commonwealth and that other person.

## **PART 3. TERMS AND CONDITIONS OF EACH PROJECT AGREEMENT**

The terms and conditions of this Part 3 form part of each Project Agreement entered into by the Parties in accordance with this Deed.

### **4. FUNDING FOR THE PROJECTS AND OTHER CONTRIBUTIONS**

- 4.1 Subject to Parliamentary appropriation and to the provisions of the Project Agreement, the Commonwealth agrees to pay the Funds for the Project to the University in accordance with the payment schedule specified in Item E of the Project Schedule for the Project.
- 4.2 The funding to be contributed by the Commonwealth for the performance of the Project by the University will not exceed the amount of Funds specified in Item E of the Project Schedule for the Project.
- 4.3 The Commonwealth may at its discretion:
- (a) defer,
  - (b) reduce; or
  - (c) not make a payment of Funds

for the Project where it forms the reasonable opinion that the full payment is not properly required by the University because of Project surpluses or underspends for that Project.

4.4 Without limiting its rights, the Commonwealth may at its discretion:

- (a) defer;
- (b) reduce; or
- (c) not make a payment of Funds

for a Project until the University has performed all of its obligations that are required to be performed up to the date of that payment under the Project Agreement.

4.5 The University agrees to submit invoices for payment of Funds for the Project in the manner specified in Item E of the Project Schedule for the Project. The amount of the invoice will not exceed the amount of Funds properly required by the University for its use in relation to the performance of the Project up to the date of the next invoice.

4.6 The University must notify the Commonwealth in writing within 10 Business Days of receipt, or allocation to the Project by the University, of the amount, source and proposed use of any Other Contribution not already identified in the Budget for the Project.

## **4A. UNSPENT PROJECT FUNDS**

4A.1 In this clause 4A:

**‘Previous Agreement’** means the multiple schedule funding agreement between the University and the Commonwealth dated **insert date** in relation to the funding of a number of projects under the Rural Health Strategy and other complementary rural health education initiatives;

**‘Previous Project’** means a project funded under the Previous Agreement and described in a separate schedule to that Previous Agreement;

**‘Project Final Report’** means a final report relating to a Previous Project, which is to be delivered under clause 7.8, and in accordance with clause 7.10, of the Previous Agreement;

**‘Project Financial Statements’** means:

- (a) the detailed financial statements referred to in clause 7.3(c) of the Previous Agreement; and
- (b) the certificate referred to in clause 7.3(d) of the Previous Agreement,

which are to be provided in accordance with the requirements set out in clause 7 of the Previous Agreement for a Previous Project;

and

**‘Unspent Project Funds’** means the amount of the funds in respect of a Previous Project, which:

- (a) have not been properly accounted for;
- (b) remain unspent or uncommitted; or
- (c) have not been correctly spent in accordance with the Previous Agreement.

4A.2 The University and the Commonwealth currently have in place, and are operating under, the Previous Agreement under which the Commonwealth has agreed to fund the University to perform a number of Previous Projects.

- 4A.3 Despite anything to the contrary in the Previous Agreement, the University must deliver to the Department no later than 3 months after commencement of a Project Agreement, that covers similar activities to a Previous Project:
- (a) the Project Final Report; and
  - (b) the Project Financial Statements, which must include detailed audited financial statements showing whether or not there are any Unspent Project Funds, for that Previous Project.
- 4A.4 After receipt of the Project Financial Statements, and following consultation with the University, the Commonwealth will determine in respect of a Previous Project whether there are any Unspent Project Funds.
- 4A.5 If the Commonwealth determines there are Unspent Project Funds for a Previous Project, the Commonwealth may, in its absolute discretion, elect to do any of the following:
- (a) allow the University to retain some or all of the Unspent Project Funds;
  - (b) require the University to off-set some or all of the Unspent Project Funds against, and as payment of, the Funds in respect of a Project;
  - (c) allow the University to carry over and to transfer some or all of the Unspent Project Funds to a Project for use in a Project;
  - (d) require the University to pay back some or all of the Unspent Funds; or
  - (e) a combination of any of the above clauses 4A.5(a), (b), (c) and (d),
- and will notify the University of:
- (f) the amount of Unspent Project Funds it has determined for a Previous Project; and
  - (g) the election it has made under this clause 4A.5 in respect of those Unspent Project Funds.
- 4A.6 The University will promptly submit a new Budget for approval if the University has been notified under clause 4A.5 of:
- (a) the amount of Unspent Project Funds; and
  - (b) an election by the Commonwealth to transfer or carry over some or all of those Unspent Project Funds under clause 4A.5(c).
- If the Commonwealth approves the new Budget, the approved new Budget will replace the previous Budget, and be a deemed variation in accordance with clause 1.6, effective on and from the date on which the Commonwealth notifies the University of the approval of the new Budget.
- 4A.7 For the avoidance of doubt, any Unspent Project Funds which are:
- (a) off-set under clause 4A.5(b); or
  - (b) transferred or carried over to a Project under clause 4A.5(c),
- will be regarded as Funds provided under the Project Agreement for that Project.

## **5. TAXES, DUTIES AND GOVERNMENT CHARGES**

- 5.1 Subject to this clause, all taxes, duties and government charges ('Taxes') imposed or levied in Australia or overseas in connection with the Project Agreement must be paid by the University, or as the University might arrange.
- 5.2 Without limiting clause 5.1, the University must pay Goods and Services Tax ('GST') on the goods, services and other supplies made under the Project Agreement ('the supplies') to the extent that they are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* ('the GST Act').
- 5.3 In relation to any GST payable under clause 5.2, the University must issue the Commonwealth with a tax invoice in accordance with the GST Act.
- 5.4 The University warrants it is registered in accordance with the GST Act and agrees to remain registered during the Term of the Project Agreement.

## **6. CONDUCT OF THE PROJECT**

- 6.1 In consideration of the provision of the Funds for the Project, the University must:
- (a) use the Funds specified in the Project Schedule for the Project only for the performance of the Project;
  - (b) perform the Project according to the Budget for the Project, within the Project Period for the Project and according to the terms and conditions specified in the Project Agreement and the Deed (including any applicable Guidelines and Standards);
  - (c) perform all aspects of the Project (including achieving the Aim of the Project) as specified in Item A of the Project Schedule for the Project;
  - (d) deliver the Final Report in accordance with clause 11.4; and
  - (e) endeavour in good faith to ensure that all work undertaken under the Project Agreement is in support of the objectives and outcomes of the Program for the Project described in Item A of the Project Schedule.

## **7. SUBCONTRACTING**

- 7.1 The University agrees that:
- (a) it will not subcontract the performance of any part of the Project without the prior approval in writing of the Commonwealth; and
  - (b) the subcontractors, if any, specified in Item A of the Project Schedule for the Project will perform work in relation to the Project in accordance with the Project Agreement and are approved by the Commonwealth to do so.
- 7.2 The Commonwealth may impose any terms and conditions it considers appropriate when giving its approval under clause 7.1(a).
- 7.3 Where a subcontractor specified in Item A of the Project Schedule for the Project or approved by the Commonwealth under clause 7.1(a) is unable to perform the work, the University agrees to notify the Commonwealth immediately.
- 7.4 Where clause 7.3 applies, the Commonwealth may request the University to secure a replacement subcontractor acceptable to the Commonwealth at no additional cost and at the earliest opportunity.
- 7.5 If the University does not comply with any request made under clause 7.4 and the failure to provide a satisfactory replacement subcontractor renders the University unable to punctually perform any of its obligations under the Project Agreement, the

Commonwealth may terminate the Project Agreement in accordance with clause 18.1(a).

- 7.6 In respect of subcontractors listed in Item A of the Project Schedule for the Project or approved by the Commonwealth under this clause 7, the University must ensure that:
- (a) the subcontract facilitates compliance by the University with its obligations under the Project Agreement;
  - (b) the subcontract will not conflict with or detract from the rights and entitlements of the Commonwealth under the Project Agreement;
  - (c) the other party to the subcontract has the necessary relevant expertise and the appropriate types and amounts of insurance to perform work in relation to the Project;
  - (d) the subcontract contains all the relevant terms of the Project Agreement including those relating to subcontracting, intellectual property, audit and access, privacy, confidentiality, warranties and indemnities, disclosure and termination and in particular that the University has a right to terminate the subcontract on terms no less favourable than those accorded the Commonwealth by clause 18, in the event of the Project Agreement being terminated;
  - (e) the other party to the subcontract acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976* and subject to investigation by the Ombudsman under that Act and that the Commonwealth will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of the subcontract or the subject matter of the Project Agreement;
  - (f) the other party to the subcontract is prohibited from further subcontracting the Project without the prior written approval of the Commonwealth; and
  - (g) if requested, the University will promptly provide a copy of the relevant subcontract to the Commonwealth.

## **8. SPECIFIED PERSONNEL AND UNIVERSITY PERSONNEL**

- 8.1 The University agrees that the Specified Personnel in respect of the Project will perform the activities in relation to the Project as specified in Item M of the Project Schedule for the Project.
- 8.2 Where Specified Personnel are unable to perform the activities, the University must notify the Commonwealth immediately.
- 8.3 The Commonwealth may, acting reasonably, request the University to remove University Personnel (including Specified Personnel) from activities in relation to the Project.
- 8.4 Where clauses 8.2 or 8.3 apply, the Commonwealth may request the University to provide replacement personnel acceptable to the Commonwealth at no additional cost and at the earliest opportunity.
- 8.5 If the Participant does not comply with any request made under clause 8.4, the Commonwealth may terminate the Project Agreement or reduce the scope of this Agreement in accordance with clause 18.1(a).

## **9. RESPONSIBILITY OF UNIVERSITY**

- 9.1 The University agrees to be fully responsible for the performance of the Project and for ensuring compliance with the requirements of the Project Agreement, and will not be relieved of that responsibility because of any:
- (a) involvement by the Commonwealth in the performance of the Project;
  - (b) payment made to the University on account of the Project;
  - (c) subcontracting of the Project; or
  - (d) acceptance by the Commonwealth of replacement personnel.

## **10. MANAGEMENT OF FUNDS AND BANK ACCOUNT**

- 10.1 The University must maintain a bank account controlled solely by the University to hold the Funds for the Project and immediately deposit all Funds received for the Project into that account and establish a general ledger identified by a unique project number for the purpose of identifying, and being able to properly account for the use of those Funds.
- 10.2 The University must notify the Commonwealth of the identifying details of the bank account.
- 10.3 The University must use and deal with any interest earned on the Funds for the Project as if the money earned were part of the Funds for the Project.
- 10.4 The University must not Commit any part of the Funds for the Project for expenditure that is likely to occur after the end of the Project Period for the Project.

## **11. RECORDS AND REPORTS**

- 11.1 The University must keep comprehensive written records of the conduct of the Project including performance against Guidelines and Standards, progress against the Aim of the Project and the objectives and outcomes of the Program described in Item A of the Project Schedule for the Project, the creation of Project Material for the Project and the acquisition of Assets for the Project.
- 11.2 The University must keep financial records relating to the Project so as to enable:
- (a) all income and expenditure related to the Project to be separately identified in the University's accounts;
  - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
  - (c) the audit of these records in accordance with Australian Auditing Standards.

### *Progress Reports*

- 11.3 In accordance with the timetable specified in Item D of the Project Schedule for the Project, the University must provide to the Commonwealth written Progress Reports for the Project which must include but are not limited to:
- (a) a description of actual performance against the Guidelines and Standards and the Aim of the Project;
  - (b) information on whether the Aim of the Project is being achieved and if not, why not;
  - (c) a version of the Project Material for the Project produced to the date of the Progress Report, if requested by the Commonwealth;

- (d) a detailed statement of receipts and expenditure in respect of the Funds for the Project and a statement of the balance of the Funds for the Project in the bank account referred to in clause 10.1;
- (e) a statement of how much the University needs to meet current liabilities under legal commitments entered into by the University for the performance of the Project; and
- (f) any other requirements specified in Item D of the Project Schedule for the Project.

*Final Report*

11.4 On the date specified in Item D of the Project Schedule for the Project, or within 20 Business Days of the date of any early termination of the Project Agreement, the University must provide to the Commonwealth a written Final Report for the Project which must include:

- (a) a comprehensive report on actual performance against the Guidelines and Standards and the Aim of the Project and whether the Aim of the Project was achieved and, if not, why not;
- (b) an audited detailed statement of receipts and expenditure in respect of the Funds for the Project prepared by an Approved Auditor in compliance with the Australian Auditing Standards which must include a definitive statement as to whether the financial accounts are complete and accurate, and a statement of the balance of the Funds for the Project in the bank account referred to in clause 10.1;
- (c) a statement of how much (if any is required) the University needs from the final payment to meet current liabilities under legal commitments entered into by the University for the performance of the Project;
- (d) a certificate provided by the Chief Executive Officer or Chief Financial Officer of the University, or a person authorised by the University to execute documents and legally bind it by their execution, confirming that:
  - (i) the Funds and Other Contributions received for the Project were spent for the purpose of the Project and in accordance with the Project Agreement and that the University has complied with the Project Agreement;
  - (ii) salaries and allowances paid to persons involved in the Project are in accordance with any applicable award or agreement in force under any relevant Law on industrial or workplace relations; and
  - (iii) at the time the Final Report is provided to the Commonwealth, the University is able to pay all its debts as and when they fall due.

In preparing the certificate required under this paragraph (d), the University should have regard to clause 25.2; and

- (e) any other requirements specified in Item D of the Project Schedule for the Project.

### *End of Calendar Year Report*

- 11.5 If specified in Item D of the Project Schedule for a Project, the University must, in addition to the Reports required under clauses 11.3 and 11.4, provide to the Commonwealth a written End of Calendar Year Report for the Project by the date specified in Item D of the Project Schedule for the Project which must include:
- (a) an audited detailed statement of receipts and expenditure in respect of the Funds for the Project prepared by an Approved Auditor in compliance with the Australian Auditing Standards which must include a definitive statement as to whether the financial accounts are complete and accurate, and a statement of the balance of the Funds for the Project in the bank account referred to in clause 10.1;
  - (b) a description of actual performance against the Guidelines and Standards and the Aim of the Project;
  - (c) information on whether the Aim of the Project is being achieved and if not, why not;
  - (d) a version of the Project Material for the Project produced to the date of the End of Financial Year Report, if requested by the Commonwealth;
  - (e) a statement of how much the University needs to meet current liabilities under legal commitments entered into by the University for the performance of the Project; and
  - (f) any other requirements specified in Item D of the Project Schedule for the Project.

### *Other Reports*

- 11.6 The University must provide any other Reports or documents specified in Item D of the Project Schedule for a Project by the date specified.

## **12. LIAISON**

- 12.1 The University must liaise with and report to the Commonwealth's Deed Manager as reasonably required by the Commonwealth's Deed Manager for the purposes of the Deed.
- 12.2 The University must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth's Liaison Officer for the purposes of the Project Agreement.
- 12.3 Upon receipt of written notice, the University must within the time-frame specified in the notice, or within a reasonable time-frame if no time-frame is specified in the notice, provide any information in relation to the Project requested by the Commonwealth for the purposes of the Deed of a Project Agreement, including monitoring and evaluation.

## **13. ACCESS TO PREMISES AND MATERIALS**

- 13.1 The University must give the Auditor-General, the Privacy Commissioner, the Ombudsman and persons authorised in writing by the Commonwealth (referred to in this clause collectively as 'those permitted') access to premises at which records and Materials associated with the Project Agreement or the Deed are stored or work under the Project is undertaken.
- 13.2 The University must give access to those permitted, in order to be able to inspect and copy Materials in the University's possession or control, for the purposes associated with the Project Agreement or the Deed or any review of performance under the Project Agreement. The University must also give those permitted access to any Assets,

wherever they may be located, and reasonable access to the University Personnel for the same purpose.

- 13.3 The rights referred to in clause 13.1 are, wherever practicable, subject to:
- (a) the provision of reasonable prior notice by the Commonwealth (except where the Commonwealth believes that there is an actual or apprehended breach of the Law);
  - (b) access being sought during reasonable times (except where the Commonwealth believes that there is an actual or apprehended breach of the Law); and
  - (c) the University's reasonable security procedures.
- 13.4 The University agrees to provide all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning the Project or the Deed.
- 13.5 The University must ensure that any subcontract entered into for the purposes of the Project Agreement contains an equivalent clause allowing those permitted to have access as specified in this clause.
- 13.6 Nothing in the Project Agreement limits or restricts in any way any duly authorised function, power, right or entitlement of the Auditor-General, the Privacy Commissioner or the Ombudsman, or their respective delegates. The rights of the Commonwealth under the Project Agreement are in addition to any other duly authorised power, right or entitlement of the Auditor-General, the Privacy Commissioner or the Ombudsman, or their respective delegates.
- 13.7 This clause 13 survives the expiration or early termination of the Project Agreement for a period of seven years.

## **14. PROJECT MATERIAL AND INTELLECTUAL PROPERTY**

- 14.1 Any Intellectual Property rights and title to, or in relation to, the Project Material will vest, upon creation, in the University.
- 14.2 The University grants to the Commonwealth a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, adapt, publish, perform, broadcast, communicate and exploit (but not commercialise) the Intellectual Property in the Project Material for any non-commercial purposes.
- 14.3 This clause 14 does not affect the ownership of any Intellectual Property in any Existing Material. However, the University grants, or undertakes to arrange for a third party to grant to the Commonwealth, a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, adapt, publish, perform, broadcast, communicate and exploit (but not commercialise) the Intellectual Property in the Existing Material but only in conjunction with the other Project Material for the Project for any non-commercial purpose.
- 14.4 The University warrants that anything done by the University in the course of the Project, including in developing the Reports, will:
- (a) not infringe the copyright rights of any person; and
  - (b) to the knowledge of the University Personnel, not infringe any other Intellectual Property rights of any person.

- 14.5 For the purposes of clause 14.6, the ‘Specified Acts’ relating to Moral Rights means any of the following classes or types of acts or omissions by or on behalf of the Commonwealth:
- (a) using, reproducing, modifying, adapting, publishing, performing, broadcasting, communicating or exploiting (but not commercialising) all or any part of the Project Material, with or without attribution of authorship;
  - (b) supplementing the Project Material with any other Material; and
  - (c) using the Project Material in a different context to that originally envisaged, but does not include false attribution of authorship.
- 14.6 The University must use its best endeavours to ensure that:
- (a) where there is no consent already in place, a written consent will be given by the author of any Project Material to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by the Commonwealth or any person claiming under or through the Commonwealth; and
  - (b) where there is no consent already in place, a written consent will be given by the author of any Existing Material to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth’s benefit in relation to the Commonwealth’s licensed use of the Existing Material.
- 14.6A Where written consent has not been given by an author of Project Material in accordance with clause 14.6(a) or by an author of Existing Material in accordance with clause 14.6(b), the Participant must immediately notify the Commonwealth of:
- (a) the name of the author who has not given consent; and
  - (b) the details of the relevant Project Material or Existing Material for which no written consent has been given.
- 14.7 Intellectual Property rights and title to, or in relation to, Commonwealth Material remains vested at all times in the Commonwealth.
- 14.8 The Commonwealth grants to the University a royalty-free and licence fee-free, world-wide, non-exclusive licence (including a limited right of sub-licence to sub-licence to a subcontractor specified in Item A of the Project Schedule for the Project or approved by the Commonwealth under clause 7) to use, reproduce, modify, adapt, publish, perform, broadcast and communicate the Intellectual Property in the Commonwealth Material for the purposes of the Project. The University agrees to ensure that all Intellectual Property in Commonwealth Material is used strictly in accordance with any conditions or restrictions specified by the Commonwealth.
- 14.9 As part of the Final Report for the Project if specified in Item D of the Project Schedule for the Project, or on the early termination of the Project Agreement, the University must deliver a complete copy of the Project Material for the Project and all of the Commonwealth Material provided for the Project to the Commonwealth, or deal with the Commonwealth Material as otherwise directed by the Commonwealth.
- 14.10 This clause 14 survives expiration or early termination of the Project Agreement.

## **15. ACKNOWLEDGMENT AND PUBLICATIONS**

- 15.1 The University must acknowledge the financial and other support it has received from the Commonwealth for the Project:

- (a) in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Project or any products, processes or inventions developed as a result of the Project; and
  - (b) in the form specified in Item H of the Project Schedule for the Project or, if not specified in Item H, then in a form approved by the Commonwealth prior to its use.
- 15.2 Where the University has been provided with Funds to produce any publication, the University must, on completion of the Project Period for the Project, provide the Commonwealth with the number of copies of the publication specified in Item F of the Project Schedule for the Project.
- 15.3 This clause 15 survives the expiration or early termination of the Project Agreement for a period of 7 years.

## **16. ASSETS**

- 16.1 During the Project Period for the Project, the University must use Assets only in accordance with the requirements for performance of the Project. Notwithstanding the foregoing, during the Project Period for the Project the University may use such Assets for other Projects under the Deed, but only if such use is not to the detriment of the Project.
- 16.2 The University must:
- (a) not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause, without the prior written approval of the Commonwealth;
  - (b) hold all Assets securely and safeguard them against theft, loss, damage or unauthorised use;
  - (c) maintain all Assets in good working order;
  - (d) maintain all appropriate insurances in respect of any Assets;
  - (e) be fully responsible for, and bear all risks arising in relation to, the use or disposal of any Asset;
  - (f) maintain a register of all Assets (which is to cover Assets acquired for all Projects under this Deed) recording the Project for which the Asset was acquired, the date of purchase or lease, the purchase or lease price, Asset description including serial number, Asset location, the proportion of the Funds for the Project used to create or acquire the Asset, the Depreciated value of the Asset and (where relevant) details of Asset disposal including the sale price; and
  - (g) as and when requested, provide copies of the register of Assets to the Commonwealth.
- 16.3 The University must obtain prior agreement in writing from the Commonwealth before selling or otherwise disposing of an Asset during the Project Period. If, at the time of the sale or disposal, the Asset has not been fully Depreciated the University must, at the option of the Commonwealth:
- (a) pay to the Commonwealth within 20 Business Days of the date of the sale or disposal, an amount equal to the proportion of the value of the Asset following Depreciation that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds for the Project; or;

- (b) pay to the Commonwealth within 20 Business Days of the date of the sale or disposal, the proceeds of the sale or disposal, less an amount equal to the sum of the University's proportionate contribution to the purchase price of the Asset and the University's reasonable costs of sale or disposal of the Asset; or
  - (c) use the amount specified in (a) or (b) above for a purpose approved in writing by the Commonwealth.
- 16.4 If, at the date of the Final Report for the Project, or on the expiration or early termination of the Project Agreement, whichever is the earlier, an Asset has not been fully Depreciated the University must, at the option of the Commonwealth:
- (a) pay to the Commonwealth within 20 Business Days , an amount equal to the proportion of the value of the Asset following Depreciation that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds for the Project; or
  - (b) sell the Asset for the best price reasonably obtainable and pay to the Commonwealth within 20 Business Days of the date of sale the proceeds of sale, less an amount equal to the sum of the University's proportionate contribution to the purchase price of the Asset and the University's reasonable costs of disposal of the Asset; or
  - (c) use the Asset on such terms and conditions as may be approved in writing by the Commonwealth.
- 16.5 If the University fails to make payment as required by either clause 16.3 or 16.4:
- (a) the University must pay the Commonwealth Interest on the relevant amount from the date it was due, for the period it remains unpaid; and
  - (b) the relevant amount, and Interest owed under this clause will be recoverable by the Commonwealth as a debt due to the Commonwealth by the University.

16.6 This clause 16 survives the expiration or early termination of the Project Agreement.

## **17. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

- 17.1 The University is not by virtue of the Deed or the Project Agreement, or for any purpose, an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.
- 17.2 The University must not represent itself, and must use its best endeavours to ensure that the University Personnel do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

## **18. SUSPENSION AND TERMINATION**

- 18.1 If:
- (a) the Commonwealth is satisfied on reasonable grounds that the terms and conditions of the Deed or the Project Agreement have not been complied with by the University;
  - (b) the Commonwealth is satisfied on reasonable grounds that the University is unable or unwilling to satisfy the terms of the Deed of the Project Agreement;
  - (c) the Commonwealth, by notice in writing, requests the University to take action to meet a timeframe or perform an activity in accordance with the Deed or the Project Agreement and, after 10 Business Days from the date of the notice (or

such longer period as is specified in the notice), the University has failed to take such action;

- (d) the Commonwealth is satisfied on reasonable grounds that any statement made by the University is incorrect or incomplete in a way which would have significantly and adversely affected the original decision to approve the Funds for the Project;
- (e) the Commonwealth is not satisfied on reasonable grounds that the purposes and activities of the University remain compatible with:
  - (i) the Aim of the Project; or
  - (ii) the objectives and outcomes of the Program under which the Project was funded;
- (f) the Commonwealth is satisfied on reasonable grounds that a Report given by the University is not complete or accurate;
- (g) the University:
  - (i) becomes bankrupt or insolvent or is wound-up;
  - (ii) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver, manager or administrator appointed on behalf of debenture holders or creditors; or
  - (iii) goes into liquidation or passes a resolution to go into liquidation or becomes subject to any petition or proceedings in a court for its compulsory winding-up or becomes subject to the supervision of a court either voluntarily or otherwise; or
  - (iv) suffers any execution against its assets having adverse effect on its ability to perform the Project Agreement; or
  - (v) anything analogous to, or of a similar effect to anything described above under the Law occurs in respect of the University; or
- (h) the University, by notice in writing given to the Commonwealth, withdraws from the Deed or the Project Agreement; or
- (i) the Commonwealth considers it appropriate for any other reason,  
the Commonwealth may, by written notice to the University, immediately:
  - (ai) terminate the Project Agreement
  - (aii) this Deed; or
  - (aiii) require the University to immediately suspend dealings with the Funds for the Project.

18.2 For the avoidance of doubt, the Commonwealth has an unfettered discretion to terminate this Deed or the Project Agreement in accordance with clause 18.1(i).

18.3 If the Project Agreement is terminated in accordance with clause 18.1(i), the Commonwealth will only be liable for payments due for work properly performed under the Project Agreement up to the date of termination, and any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the University, which are directly attributable to the termination. The Commonwealth will not be liable to pay any amount in excess of the amount of Funds for the Project remaining unpaid under the Project Agreement at the date of termination.

- 18.4 On termination of the Project Agreement, or for the duration of any suspension of dealings with the Funds for the Project, the University must hold the Funds for the Project in utmost good faith for use only in accordance with the directions of the Commonwealth and will cease all other dealings with the Funds.
- 18.5 The Commonwealth may end the suspension of dealings with the Funds for the Project by written notice to the University, subject to such preconditions (including variations to the Project Agreement) which the Commonwealth may require.
- 18.6 Subject to clause 18.3, the Commonwealth will not be obliged to pay any part of the Funds for the Project to the University after the termination of the Project Agreement and will not be required to pay any part of the Funds for the Project to the University during any period of suspension of dealings with the Funds for the Project. If dealings with the Funds are suspended under the Project Agreement, the Commonwealth must not unreasonably require the Participant to continue performance of the Project during that period of suspension of dealings with the Funds.
- 18.7 Except as provided in this clause 18, the Commonwealth will not come under any liability to the University for termination of the Deed or the Project Agreement in accordance with clause 18.1.
- 18.8 If a purported termination for cause by the Commonwealth under clauses 18.1(a) to (h) is determined by a competent authority not to be properly a termination for cause, then that termination by the Commonwealth will be deemed to be a termination for convenience under clause 18.1(i) which termination has effect from the date of the notice of termination referred to in clause 18.1.

## **19. REPAYMENT OF FUNDS**

- 19.1 If:
- (a) on the expiry of the Project Period for the Project or on any earlier termination of the Project Agreement, any Funds for the Project:
    - (i) remain Unspent; or
    - (ii) cannot, by reconciliation between the accounts and records maintained by the University (as reported to the Commonwealth by the University in any of the financial statements referred to in clause 11) and the Budget for the Project, be shown to the reasonable satisfaction of the Commonwealth to have been spent or Committed in accordance with the Project Agreement; or
  - (b) at any time the Commonwealth forms the reasonable opinion that any Funds for the Project have been used, spent or Committed by the University other than in accordance with the Project Agreement,
- the Commonwealth may by written notice to the University require the University to repay that part of the Funds, and the University must repay to the Commonwealth the amount specified in the notice, within 20 Business Days of the date of the notice.
- 19.2 If the University fails to repay the Funds in accordance with a notice issued under clause 19.1:
- (a) the University must pay the Commonwealth Interest on the amount specified in the notice from the date it was due, for the period it remains unpaid; and
  - (b) the amount specified in the notice, and Interest owed under this clause will be recoverable by the Commonwealth as a debt due to the Commonwealth by the University.

19.3 The University acknowledges that Interest payable under clause 19.2(a) represents a reasonable pre-estimate of the loss incurred by the Commonwealth as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount which should have been repaid.

19.4 This clause 19 survives the expiration or early termination of the Project Agreement.

## **20. INDEMNITY**

20.1 To the extent permitted by Law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the University under or in connection with the Deed or the Project Agreement.

20.2 The University agrees to indemnify the Commonwealth, its officers, employees and agents from and against any:

- (a) loss or liability incurred by the Commonwealth;
- (b) loss of or damage to property of the Commonwealth; or
- (c) loss or expense incurred by the Commonwealth in dealing with any claim against it 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 University or the University Personnel in connection with this Deed or the Project Agreement, where there was fault (being any unlawful or negligent act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense; or
- (e) any breach by the University of its obligations or warranties under the Project Agreement.

20.3 The University's liability to indemnify the Commonwealth under clause 20.2 will be reduced proportionately to the extent that:

- (a) any unlawful or negligent act or omission of the Commonwealth or its officers, employees or agents; or
- (b) any breach by the Commonwealth of its obligations or warranties under the Project Agreement,

contributed to the relevant liability, loss, damage, or expense.

20.4 The right of the Commonwealth to be indemnified under this clause:

- (a) is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
- (b) does not entitle the Commonwealth to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.

20.5 This clause 20 survives the expiration or early termination of the Deed or the Project Agreement.

## **21. INSURANCE**

- 21.1 The University warrants that it has taken out or will take out, and will maintain for the period specified in clause 21.2 or 21.3 the types and corresponding amounts of insurance specified in Schedule 2 [General Provisions] and any additional insurance specified in Item J of the Project Schedule for the Project.
- 21.2 If the University takes out a ‘claims made policy’, which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the University must maintain the policy during the Term of the Project Agreement and a policy in like terms for 7 years after the expiry or early termination of the Project Agreement.
- 21.3 If the University takes out an ‘occurrence’ policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of event can occur at any time subsequently, the University must maintain the policy during the Term of the Project Agreement.
- 21.4 The University must, on request, promptly provide to the Commonwealth any certificates of currency for inspection.
- 21.5 This clause 21 survives the expiration or early termination of the Project Agreement.

## **22. CONFIDENTIALITY**

- 22.1 The University agrees not to disclose to any person other than the Commonwealth any Confidential Information relating to the Project Agreement or the Project without prior approval in writing from the Commonwealth.
- 22.2 The Commonwealth may impose any conditions it considers appropriate when giving its approval under clause 22.1 and the University agrees to comply with those conditions.
- 22.3 The Commonwealth may at any time by notice in writing to the University, require the University to give, and to arrange for the University Personnel engaged in the performance of the Project to give, written undertakings, in a form required by the Commonwealth, relating to the non-disclosure of Confidential Information.
- 22.4 If the University receives a request under clause 22.3, it agrees to promptly arrange for all such undertakings to be given.
- 22.5 The obligations on the University under this clause will not be taken to have been breached where the information referred to is required by Law to be disclosed.
- 22.6 The Commonwealth gives no undertaking to treat University information, the Deed or the Project Agreement, as confidential. The University acknowledges that the Commonwealth may disclose information relevant to this Deed or the Project Agreement, or the Deed or the Project Agreement themselves, to any person:
- (a) to the extent required by Law or by a lawful requirement of any government or governmental body, authority or agency;
  - (b) if required in connection with legal proceedings;
  - (c) for public accountability reasons, including disclosure on request to other Government Agencies, and a request for information by Parliament or a Parliamentary Committee or a Commonwealth Minister; or
  - (d) for any other requirement of the Commonwealth.

22.7 The obligations contained in this clause 22 are in addition to those specified in clause 23 and will survive the expiration or early termination of this Deed and the Project Agreement.

## **23. PROTECTION OF PERSONAL INFORMATION**

23.1 This clause 23 applies only where the University deals with Personal Information when, and for the purpose of, performing the Project under the Project Agreement.

23.2 In this clause 23, the terms:

- (a) agency;
- (b) approved privacy code (APC);
- (c) contracted service provider;
- (d) Information Privacy Principles (IPPs);
- (e) National Privacy Principles (NPPs);
- (f) health service; and
- (g) health information;

have the same meaning as they have in section 6 of the *Privacy Act 1988* ('the Privacy Act') and 'subcontract' and other grammatical forms of that word have the meaning given in section 95B(4) of the Privacy Act.

23.3 The University acknowledges that it may be treated as a contracted service provider and agrees in respect of performing the Project under the Project Agreement:

- (a) to use or disclose Personal Information obtained during the course of performing the Project, only for the purposes of the Project Agreement;
- (b) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an IPP;
- (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency;
- (d) to notify individuals whose Personal Information the University holds, that complaints about acts or practices of the University may be investigated by the Privacy Commissioner who has power to award compensation against the University in appropriate circumstances;
- (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing) of the Privacy Act, an NPP (particularly NPPs 7 to 10) or an APC where that section, NPP or APC is applicable to the University, unless:
  - (i) in the case of section 16F, the use or disclosure is necessary, directly or indirectly, in the performance of the Project under the Project Agreement; or
  - (ii) in the case of an NPP or an APC, the activity or practice is authorised by the Project Agreement and engaged in for the purpose of performing the Project, and the activity or practice is inconsistent with the NPP or APC;
- (f) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of the Project Agreement (if any) that are inconsistent with an NPP or an APC binding on a Parties to the Project Agreement);

- (g) to immediately notify the Commonwealth if the University becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause, whether by the University or any subcontractor;
  - (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause; and
  - (i) to ensure that any officers, employees or agents of the University who are required to deal with Personal Information for the purposes of the Project Agreement are made aware of the obligations of the University specified in this clause.
- 23.4 The University agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under the Project Agreement imposes on the subcontractor the same obligations as the University has under this clause, including the requirement in relation to subcontracts.
- 23.5 The Commonwealth may at any time by notice in writing to the University require the University to give, and to arrange for the University Personnel engaged in the performance of the Project to give, undertakings in writing, in a form required by the Commonwealth, relating to the non-disclosure of Personal Information.
- 23.6 If the University receives a request under clause 23.5, it agrees to promptly arrange for all such undertakings to be given.
- 23.7 The University agrees to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the University under this clause, or a subcontractor under the subcontract provisions referred to in clause 23.4.
- 23.8 The University's obligations under this clause are in addition to, and do not restrict, any obligations it may have under the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any Law including any such privacy codes or principles that would apply to the University but for the application of this clause.
- 23.9 Notwithstanding any other provision in this clause, where the University provides a health service to an individual it will:
- (a) comply with the NPPs in relation to the use and disclosure of health information about the individual; and
  - (b) transfer health information to another health service provider when directed to do so by the Commonwealth.
- 23.10 This clause 23 survives expiration or early termination of the Project Agreement.

## **24. CONFLICT OF INTEREST**

- 24.1 The University warrants that, to the knowledge of the University Personnel, at the date of signing the Project Schedule for the Project Agreement no Conflict exists or is likely to arise in the performance of obligations under the Project Agreement by the University or by the University Personnel.
- 24.2 If, to the knowledge of the University Personnel, a Conflict arises, or appears likely to arise, during the Project Period for the Project, the University must:
- (a) immediately notify the Commonwealth in writing of the Conflict making a full disclosure of all relevant information relating to the Conflict and setting out the

steps the University proposes to take to resolve or otherwise deal with the Conflict; and

- (b) take such steps as have been proposed by the University, or at the discretion of the Commonwealth, take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the Conflict.

24.3 If the University fails to notify the Commonwealth under this clause, or is unable or unwilling to resolve or deal with the Conflict as required, the Commonwealth may terminate the Deed and/or the Project Agreement in accordance with clause 18.1(a), (b) or (d).

24.4 The University agrees that it will not, and will use its best endeavours to ensure that any University Personnel do not, engage in any activity or obtain any interest during the Term of the Project Agreement that is likely to conflict with or restrict the University in performing the Project fairly and independently.

## **25. COMPLIANCE WITH LAW AND POLICIES**

25.1 The University must, in carrying out the Project, comply with:

- (a) the provisions of any Law including the *Crimes Act 1914*, *Criminal Code Act 1995*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984*, *Disability Discrimination Act 1992*, *Equal Opportunity for Women in the Workplace Act 1999*, *Age Discrimination Act 2004*, *Ombudsman Act 1976* and *Auditor-General Act 1997*;
- (b) any policies notified to the University in writing, or listed in Item K of the Project Schedule for the Project.

25.2 The University acknowledges that under section 137.1 of the Schedule to the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a serious offence.

25.3 Without limiting the effect of clause 17, the University must comply with, and require University Personnel to comply with, the behaviours specified in the Code of Conduct in section 13 of the *Public Service Act 1999*.

25.4 Subject to clauses 22 and 23, no right or obligation in the Project Agreement is to be read or understood as limiting the University's rights to enter into public debate or criticism of the Commonwealth, its agencies, officers, employees or agents.

## **26. DISPUTE RESOLUTION**

26.1 Subject to clause 26.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under the Deed or the Project Agreement which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.

26.2 The Parties agree that any dispute arising under the Deed or the Project Agreement will be dealt with as follows:

- (a) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
- (b) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
- (c) the Parties have 10 Business Days from the date of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

- (d) if:
  - (i) there is no resolution of the dispute;
  - (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
  - (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Business Days,then, either Party may commence legal proceedings.

26.3 This clause does not apply to the following circumstances, where:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by the Commonwealth under, or purportedly under, clauses 4, 13, 18 or 19; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the Law by the University.

26.4 Despite the existence of a dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their respective obligations under the Deed and the Project Agreement.

## **27. UNIVERSITY WARRANTIES**

27.1 The University represents and warrants to the Commonwealth that:

- (a) it will promptly notify and fully disclose to the Commonwealth in writing any event or occurrence actual or threatened arising during the Term of the Project Agreement which could have an adverse effect on the University's ability to perform any of its obligations under the Deed or the Project Agreement;
- (b) it has full power and authority to enter into, perform and observe its obligations under the Deed and the Project Agreement;
- (c) the execution, delivery and performance of the Deed and the Project Agreement has been duly and validly authorised by the University;
- (d) it will promptly notify and fully disclose to the Commonwealth in writing if
  - (i) it becomes insolvent or is wound up;
  - (ii) it makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver, manager or administrator appointed on behalf of creditors;
  - (iii) it goes into liquidation or passes a resolution to go into liquidation, or becomes subject to any petition or proceedings in a court for its compulsory winding up or becomes subject to the supervision of a court or regulatory authority, either voluntarily or otherwise;
  - (iv) it suffers any execution against its assets;
  - (v) anything analogous to, or of a similar effect to anything described above under the Law occurs in respect of the University;
- (e) the unconditional execution and delivery of, and compliance with its obligations by it under the Deed and the Project Agreement do not:

- (i) contravene any Law to which it or any of its property is subject or any order or directive from a Government Agency binding on it or any of its property;
  - (ii) contravene its constituent documents;
  - (iii) contravene any agreement or instrument to which it is a party;
  - (iv) contravene any obligation of it to any other person; or
  - (v) require it to make any payment or delivery in respect of any financial indebtedness before the scheduled date for that payment or delivery;
- (f) to the knowledge of the University Personnel, no litigation, arbitration, mediation, conciliation or proceedings, including any investigations, are taking place or pending against the University which could have an adverse effect upon the University's capacity to perform its obligations under this Deed or the Project Agreement;
- (g) unless otherwise disclosed in this Deed or the Project Agreement, it is not entering into this Deed or the Project Agreement as trustee of any trust or settlement;
- (h) it has not made any false declaration in respect of any current or past dealings with the Commonwealth or any Government Agency, including in any tender or application process or in any agreement which could have an adverse effect on its ability perform its obligations under this Deed or the Project Agreement;
- (i) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior agreement with the Commonwealth or any Government Agency which could have an adverse effect on its ability perform its obligations under this Deed or the Project Agreement;
- (j) it has, and will use its best endeavours to continue to have and to use, the skills, qualifications and experience, to perform the Project in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with the Project Agreement;
- (k) it has and will use its best endeavours to continue to have the necessary resources, including financial resources, to perform the Project and will use those resources to perform the Project.
- 27.2 The University acknowledges that the Commonwealth in entering into the Deed and the Project Agreement is relying on the warranties and representations contained in this clause.
- 27.3 Each representation and warranty survives the execution of this Deed and the Project Agreement.

## 28. NOTICES

- 28.1 A Party giving a formal notice under this Deed or the Project Agreement must do so in writing that is:
- (a) directed to the Party's Deed Manager at the address specified in Schedule 2 with a copy sent to the Liaison Officer for the Project specified in Item G of Project Schedule for the Project;and
  - (b)hand delivered or sent by pre-paid post or facsimile to that address.
- 28.2 A notice given in accordance with clause 28.1 is received:
- (a) if hand delivered, on delivery;
  - (b) if sent by pre-paid post, on the third Business Day after the date of posting;
  - (c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

# SCHEDULE 1

## *PRO FORMA PROJECT SCHEDULE*

### A. PROJECT, AIM OF THE PROJECT and SUBCONTRACTORS

### B. BUDGET

insert Budget table

### C. PROJECT PERIOD

**Project Period**

### D. REPORTS

**Progress Reports**

Timetable for provision of Progress Reports:

Additional information to be provided with Progress Reports (if any):

**Final Report**

Timetable for provision of Final Report:

Additional information to be provided with Final Report (if any):

**End of Calendar Year Report(s)**

Timetable for provision of End of Calendar Year Report(s), if required:

Additional information to be provided with End of Calendar Year Report(s) (if any):

### E. FUNDS AND INVOICE REQUIREMENTS

The maximum amount of Funds for this Project Agreement is as follows:

- (a) the amount of some or all Unspent Project Funds (if any) previously paid, and notified under clause 4A.5 as being transferred or carried over to this Project;  
and
- (b) \$ insert amount, payable in the following instalments:
  - (i) insert instalment details
  - (ii) insert instalment details

less the amount of some or all Unspent Project Funds (if any) previously paid, and notified under clause 4A.5 as being off-set against, or as payment of, the amounts payable under this Item E(b).

**F. PROJECT MATERIAL and EXISTING MATERIAL**

**Project Material**

Number of copies of publications to be provided to the Commonwealth

**Existing Material**

insert details listing and identifying the Existing Material, or if none, insert 'None stated'.

**G. LIAISON OFFICERS**

**Commonwealth's Liaison Officer**

The Commonwealth's Liaison Officer is the person holding, occupying or performing the duties of *[insert name of position]*. This position is currently occupied by *[insert name of person]* available at the following address:

insert street address,  
postal address; and  
fax number

and available on the following telephone number and email address:

insert telephone and email

**University's Liaison Officer**

The University's Liaison Officer is *[insert name of person]* available at the following address:

insert street address,  
postal address; and  
fax number

and available on the following telephone number and email address:

insert telephone and email

**H. ACKNOWLEDGEMENT**

**I. ASSETS**

**J. INSURANCE**

**K. COMPLIANCE WITH LAWS AND POLICIES**



**L. GUIDELINES AND STANDARDS**

**Guidelines for the Program**

**Standards for performance of the Project**

**M. SPECIFIED PERSONNEL**

**THIS PROJECT SCHEDULE IS SIGNED as an agreement.**

**SIGNED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Health and Ageing ABN 83 605 426 759 on:

\_\_\_\_\_

*Date*

by:

\_\_\_\_\_

*Printed name of signatory*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Position of signatory*

in the presence of:

\_\_\_\_\_

*Printed name of witness*

\_\_\_\_\_

*Signature of witness*

**SIGNED** for and on behalf of **insert name of University** ABN **insert number** on

\_\_\_\_\_

*Date*

by:

\_\_\_\_\_

*Printed name of signatory*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Position of signatory*

in the presence of:

\_\_\_\_\_

*Printed name of witness*

\_\_\_\_\_

*Signature of witness*

## SCHEDULE 2

# GENERAL PROVISIONS

### A. TERM OF THE DEED

The Term of this Deed ends on **insert date**.

### B. DEED MANAGER

#### Commonwealth's Deed Manager

The Deed Manager is the person holding, occupying or performing the duties of **insert position details**. This position is currently occupied by **insert name of person holding position** available at the following address:

**insert physical address details**

GPO Box 9848  
Canberra ACT 2601

and available on the following fax number, telephone number and email address:

Fax:  
Phone:  
Email:

#### Participant's Deed Manager

The Deed Manager is the person holding, occupying or performing the duties of **insert position details**. This position is currently occupied by **insert name of person holding position** available at the following address:

**insert physical address details,**

**insert postal address details**

and available on the following fax number, telephone numbers and email address:

Fax:  
Phone:  
Email:

### C. INSURANCE

The Participant agrees to take out and maintain:

- (a) workers' compensation insurance for an amount required by relevant State or Territory legislation;
- (b) public liability insurance for an amount of not less than twenty million dollars (\$20,000,000.00) per claim; and
- (c) professional indemnity insurance for an amount of not less than twenty million dollars (\$20,000,000.00) per claim



**THIS DEED FOR MULTI PROJECT FUNDING IS EXECUTED as a Deed**

**SIGNED, SEALED AND DELIVERED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Health and Ageing ABN 83 605 426 759 on:

\_\_\_\_\_  
*Date*

by:

\_\_\_\_\_  
*Printed name of signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position of signatory*

in the presence of:

\_\_\_\_\_  
*Printed name of witness*

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

**SIGNED, SEALED AND DELIVERED** for and on behalf of **insert name of University**  
ABN **insert number** on

\_\_\_\_\_  
*Date*

by:

\_\_\_\_\_  
*Printed name of signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position of signatory*

in the presence of:

\_\_\_\_\_  
*Printed name of witness*

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