

# ACQUISITION OF SERVICES AGREEMENT



THE UNIVERSITY OF  
MELBOURNE

**THIS AGREEMENT** is executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## BETWEEN

**THE UNIVERSITY OF MELBOURNE** [ABN 84 002 705 224] of Parkville, Victoria 3010, a body politic and corporate pursuant to the provisions of the *University of Melbourne Act 2009 (Vic)*

(the University)

## AND

**THE CONSULTANT SPECIFIED IN ITEM 1 OF THE SCHEDULE**

(the Consultant)

## RECITALS

- A. The University requires the supply of the Services.
- B. The Consultant has represented to the University that it has the skills and expertise necessary to supply Services to the satisfaction of the University.
- C. The University wishes to appoint the Consultant to supply the Services and the Consultant agrees to accept its appointment, on the terms set out in this Agreement.

## IT IS AGREED AS FOLLOWS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears from the context:

“**Agreement**” means this document, together with the Schedule and any annexures, along with any amendments made in accordance with this Agreement.

“**Background Intellectual Property**” means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Services.

“**Business Day**” means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar (as amended from time to time).

“**Business Hours**” means from 9.00am to 5.00pm on a Business Day.

“**Confidential Information**” means information that:

- (a) is by its nature confidential;
- (b) is designated by the University as confidential; or
- (c) the Consultant knows or ought to know is confidential;

and includes without limitation the terms of this Agreement and all information about the University, its employees, students, agents, research, property, policies and operations which is made available or which becomes known during the term of this Agreement or as a result of executing this Agreement but does not include information which:

- (d) was in public domain at the time of its provision by the University;
- (e) became part of the public domain after its provision by the University or its creation by the University or the Consultant under this Agreement, otherwise than through a disclosure by the Consultant or any person to whom it has disclosed Confidential Information; or
- (f) is required to be disclosed by law.

**“Contract Materials”** means any data, information or materials, including all Intellectual Property in that data, information or materials created, developed or produced in connection with provision of the Services by the Consultant to the University under this Agreement.

**“Fee”** means the amount in Australian currency specified as the price in Item 4 of the Schedule.

**“Funding Agreement”** means the funding agreement for the Australian Urban Research Infrastructure Network project between the University and the Commonwealth of Australia dated 2 August 2013 as varied from time to time and as attached in Annexure A.

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

**“Intellectual Property”** means all rights resulting from intellectual activity whether capable of protection by state, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests including Contract Materials.

**“Parties”** means the parties to this Agreement and their respective successors and permitted assigns, and Party means any one of them.

**“Privacy Laws”** means:

- (a) *Privacy and Data Protection Act 2014 (Vic)* and the Information Privacy Principles contained in that Act;
- (b) the *Health Records Act 2001 (Vic)* and the Health Privacy Principles contained in that Act; and
- (c) any approved privacy code that applies to either of the Parties.

**“Services”** means the services to be performed by the Consultant under this Agreement and which include all activities set out in Item 3 of the Schedule subject to any amendment as agreed in writing between the Parties from time to time.

**“Start Date”** means the date set out in Item 2 of the Schedule.

**“Term”** has the meaning given to it in Item 2 of the Schedule.

**“Timeline”** means the timetable for the performance of the Services as set out in Item 3 of the Schedule or otherwise as agreed by the Parties in writing.

1.2 In this Agreement, the following rules apply except where the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (f) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (g) a reference to time is to Melbourne, Australia time;
- (h) a reference to the Consultant includes, where the context so admits, its employees, agents and authorised sub-Consultants;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (o) headings are for ease of reference only and do not affect interpretation; and
- (p) where a term in the Schedule conflicts with a term of the Agreement the term of the Agreement will prevail.

## **2. FUNDING AGREEMENT**

- 2.1 The Parties acknowledge that although the Consultant is not a party to the Funding Agreement, the Consultant shall be bound by the provisions of the Funding Agreement in so far as they relate to the Services as if the Consultant were the University (excepting provisions that would normally only apply to the University as prime contractor), and will be accountable to the University for any breaches by the Consultant of those provisions.

- 2.2 All warranties and indemnities expressed to be given by the University under the Funding Agreement which relate to the Services shall be taken to be given by the Consultant in favour of the University.
- 2.3 The Consultant agrees it will not do anything to cause the University to be in breach of the Funding Agreement and must do all things incidental or reasonably necessary to enable the University to comply with the Funding Agreement to the extent that such obligations relate to the Consultant or the Services.

### **3. ACQUISITION OF THE SERVICES**

3.1 The Consultant must:

- (a) supply the Services in accordance with this Agreement;
- (b) provide the Services with all due care and skill to the best of its knowledge and expertise;
- (c) ensure that all employees, agents and authorised subcontractors employed or engaged to carry out the Consultant's obligations under this Agreement are of the highest standard sufficient to enable the Consultant to satisfy its obligations under this Agreement;
- (d) follow all reasonable instructions and directions given by the University from time to time;
- (e) not cause undue interruption to the work of the University's staff, students or invitees;
- (f) comply with any legal, regulatory or other licence obligations;
- (g) comply with all occupational health and safety requirements of the University and all equal opportunity and other workplace policies of the University while on University premises or while using University equipment. The University's environmental health and safety policy and procedures can be located at <https://policy.unimelb.edu.au/MPF1245> and <https://policy.unimelb.edu.au/MPF1205> or can be otherwise provided by the University on request by the Consultant; and
- (h) keep the University regularly informed of all matters relevant to the provision of the Services.

3.2 The Consultant must provide the Services in accordance with the Timetable located at Item 3 of the Schedule. The Consultant acknowledges and agrees that time is of the essence in relation to this Agreement and the Consultant must do all things necessary to meet the time requirements referred to in this Agreement or as may be otherwise agreed with the University from time to time.

3.3 The Consultant acknowledges it has been provided with all relevant information requested and available so it can provide the Services in accordance with the terms of this Agreement.

3.4 The Consultant must provide the University with all relevant information to enable the University to assess the Consultant's compliance with its obligations under this Agreement.

3.5 If the University has granted the Consultant access to University premises or the University's equipment the Consultant:

- (a) may only access or use the premises or equipment for the purposes of providing the Services in accordance with this Agreement and for the purposes of complying with any reasonable and lawful instructions of relevant University officers; and

- (b) must observe the University's security requirements including for example, by ensuring that only authorised personnel enter University premises, by securing locked areas after access and by carrying appropriate identification which must be produced upon request by the University.
- 3.6 The Consultant must not sub-contract the performance of all or any part of the Services without the prior written consent of the University acting in its absolute discretion. The Consultant remains fully responsible for the performance of all work provided under this Agreement and for all costs incurred with respect to its authorised subcontractor.
- 3.7 Without limiting any of the University's rights under this Agreement, if the University acting in its absolute discretion considers that a particular person employed, engaged or subcontracted by the Consultant does not have sufficient expertise or skills, including interpersonal skills to provide the Services to the standard required under this Agreement, the University may notify the Consultant and request that the person be replaced. The Consultant will immediately replace the person with another person with appropriate skills and expertise.
- 4. FEES PAYABLE FOR THE SERVICES**
- 4.1 In consideration for the provision of the Services, the University will pay to the Consultant the Fees on the terms set out in this Agreement.
- 4.2 The Consultant will issue an itemised tax invoice:
- (a) that clearly identifies the Services or part thereof which are the subject of the invoice; and
- (b) other details in accordance with the requirements set out in Item 4 of the Schedule.
- 4.3 A Party need not pay any amount made under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates.
- 4.4 Despite anything set out elsewhere in this Agreement or any other arrangement, the University will not be obliged to pay any Fees or disbursement/expenses to the Consultant unless and until it is satisfied, acting reasonably, that the Consultant has provided the Services in accordance with the terms of this Agreement. If the University wishes to dispute an invoice (or part thereof) it will advise the Consultant in writing as soon as it becomes aware of the issue and set out its reason for disputing the invoice.
- 4.5 The University will not accept any liability for increased costs whatsoever in relation to currency fluctuations from time to time.
- 4.6 The University will (except to the extent that the invoice is in dispute), pay the Consultant's invoice within 30 days of the end of the month in which the Consultant submits the invoice.
- 4.7 The University will be entitled to set off any amount owed to the Consultant against any amount payable by the Consultant (including, for example, amounts payable as a result of a breach of any term of this Agreement by the Consultant).
- 4.8 In this clause<sup>3</sup>, a word or expression defined in the GST Act has the meaning given to it in that Act. The Parties agree and acknowledge that any amount payable under or in connection with this Agreement, including the Fees, shall include an amount on account of the GST (if any) payable by the supplying Party in respect of that supply.

**5. CONFIDENTIALITY AND PRIVACY**

- 5.1 The Consultant agrees to keep confidential and to ensure its employees, agents and subcontractor keep confidential, all Confidential Information:
- (a) provided by the University to the Consultant in connection with this Agreement; or
  - (b) created by the University or the Consultant in the provision of the Services or otherwise under this Agreement.
- 5.2 The Consultant agrees not to disclose such Confidential Information without the prior written consent of the University acting in its absolute discretion.
- 5.3 The Consultant must comply with:
- (a) all Privacy Laws; and
  - (b) the University's Privacy Policy and Guidelines as amended from time to time in respect of any personal or health information held by the University which the Consultant becomes aware of or has access to in connection with this Agreement and any personal or health information collected, held, managed, used, disclosed or transferred by the Consultant in connection with this Agreement. The University's Privacy Policy can be located at <http://www.unimelb.edu.au/unisec/privacy> or can be otherwise provided by the University on request by the Consultant.
- 5.4 The expression 'personal or health information' used in this clause 5 means personal information as defined in the *Privacy and Data Protection Act 2014 (Vic)* or 'health information' as defined in the *Health Records Act 2001 (Vic)*.

## **6. INTELLECTUAL PROPERTY**

- 6.1 The University will own all Contract Material created by the Consultant in performing the Services with effect from the date of its creation.
- 6.2 Further to clause 6.1, the Consultant:
- (a) by virtue of this clause 6.2 assigns to the University all intellectual property rights in all such Contract Material (whether that Contract Material is created alone or jointly with the University) and acknowledges that no additional documentation is necessary to complete the assignment;
  - (b) will ensure that any of the Consultant's employees, agents or authorised subcontractors that own intellectual property in such Contract Material will assign to the University all intellectual property rights referred to in paragraph (a); and
  - (c) will procure the prior written consent of the Consultant's employees, agents or authorised subcontractors to any act or omission by the University in relation to any copyright works created by the Consultant in the performance of the Services. For clarity, this includes any act or omission by the University which might have otherwise affected the Moral Rights (as defined in the *Copyright Act 1968 (Cth)*) of the authors of the works.
- 6.3 The Consultant and the University shall each retain ownership of all Background Intellectual Property developed or created by either of them prior to the Start Date or independently of the Services.
- 6.4 The Consultant grants the University an irrevocable non-exclusive royalty free licence to use the Background Intellectual Property referred to in clause 6.3 to the extent required for the University to gain the full benefit of the Services.

6.5 The Consultant undertakes to execute all documentation and do all things necessary to assign to the University the Consultant's interest in Contract Materials and to give effect to this clause.

## **7. WARRANTIES**

7.1 Each Party warrants to the other that it has the power to enter into this Agreement and to perform its duties and obligations under this Agreement.

7.2 The Consultant warrants that:

- (a) all Services will be supplied, without limitation, in accordance with this Agreement, including the Schedule;
- (b) the use by the University of any products or materials provided in connection with the Services will not breach third party intellectual property rights; and that
- (c) in providing the Services, it will not be in breach of any obligation owed to any person and that it holds all licences and approvals necessary for or incidental to providing the Services.

## **8. INDEMNITY AND INSURANCE**

8.1 The Consultant indemnifies the University against all reasonable claims, demands, charges or expenses (including reasonable legal costs) made against or incurred by the University as a result of any breach of this Agreement by the Consultant, its employees, agents or authorised subcontractor, or any negligent or fraudulent act or omission by the Consultant, its employees, agents or authorised subcontractor except to the extent to which such claims, demands, charges or expenses is caused by or contributed to by the University.

8.2 The Consultant agrees to take out and maintain public liability insurance to the amount of twenty million dollars (\$20,000,000) to cover the performance of its obligations under this Agreement and must provide written proof of maintenance of such insurance to the University on request.

8.3 The Consultant agrees to take out and maintain professional indemnity insurance to the amount of five million dollars (\$5,000,000) to cover the performance of its obligations under this Agreement and must provide written proof of maintenance of such insurance to the University on request.

## **9. TERM AND TERMINATION**

9.1 Subject to earlier termination under this clause 9, this Agreement will begin on the Start Date and will continue for the Term as set out in Item 2 of the Schedule.

9.2 The University may terminate this Agreement with immediate effect by giving written notice to the Consultant if the Consultant:

- (a) breaches any provision of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
- (b) becomes unable to pay its debts when they become due;
- (c) enters into any arrangement between itself and its (or any class of its) creditors;
- (d) ceases to carry on business;
- (e) has a mortgagee enter into possession or dispose of the whole or any part of its assets or business;
- (f) enters into liquidation or any form of insolvency administration; or

- (g) has a receiver, receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.
- 9.3 If the Consultant breaches any provision of this Agreement, the University may after seven days written notice to the Consultant, suspend the payment of any amounts otherwise due under this Agreement until the breach is remedied by the Consultant.
- 9.4 The expiration or termination of this Agreement will not affect any right or cause of action which has accrued to the Party which terminates this Agreement at or prior to the date of termination.
- 9.5 The University may also terminate this Agreement at any time without cause by giving the Consultant 90 days written notice.
- 9.6 Clauses 5, 6, 7, 8.1, 9.4, 12.2 and this clause 9.6 survive the expiration or termination of this Agreement (for whatever cause).

## **10. RECORD KEEPING**

- 10.1 The Consultant will retain copies of all materials associated with the provision of the Services including for example:
  - (a) invoices, rebates, taxes and fees;
  - (b) security procedures followed by the Consultant; and
  - (c) details of the Consultant's performance as required by this Agreement.
- 10.2 The University is permitted to conduct a review of all materials held by the Consultant associated with the provision of Services as specified in this Agreement, in order to assess the Consultant's compliance with this Agreement. The Consultant must provide all necessary assistance to facilitate the University's review of the materials.

## **11. RELATIONSHIP**

- 11.1 This Agreement constitutes a relationship of principal (on the part of the University) and independent Consultant (on the part of the Consultant) and no employment, partnership or joint venture relationship is created or exists between the Parties.
- 11.2 The Consultant will not assume or create, or attempt to create, directly or indirectly, any obligation on behalf of or in the name of the University.
- 11.3 The Consultant is responsible for its own employees, agents and authorised subcontractor and carries out the Services at its own risk.

## **12. DISPUTE RESOLUTION**

- 12.1 Subject to clause 12.6, if any dispute, controversy or claim arises under this Agreement ("**Dispute**"), and a Party wishes to initiate a resolution of the Dispute under this Agreement, that Party must notify the other Party by giving written details of the Dispute ("**Notice**"). The Parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each Party who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute.
- 12.2 Any Dispute which cannot be settled under clause 12.1 within 20 Business Days from receipt of Notice must be referred for mediation by an independent person appointed for that purpose



by the Parties and failing Agreement between the Parties within 10 Business Days, appointed by the Chair of the Resolution Institute or the Chair's designated representative ("**Independent Expert**").

- 12.3 Any mediation conducted under the above clause 12.2 will be submitted to mediation in accordance with, and subject to, the Resolution Institute Mediation Rules unless expressly agreed otherwise in writing.
- 12.4 The Independent Expert must act as an expert not as an arbitrator and his or her decision will be final and binding on the Parties.
- 12.5 The cost of the Independent Expert's determination must be borne equally by the Parties.
- 12.6 The fact that the Parties are engaged in the dispute resolution process set out in this clause 11 does not affect the obligations of either Party under this Agreement.
- 12.7 Nothing in this clause 12 prejudices the right of a Party to seek urgent injunctive or declaratory relief in relation to any Dispute.

### **13. NOTICES**

- 13.1 A notice, demand, consent, approval or communication under this Agreement must be:
  - (a) in writing, in English and signed by a person authorised by the sender; and
  - (b) hand delivered or sent by prepaid post to the recipient's address specified in this Agreement and marked to the attention of the contact person specified in the details, as varied by any notice given by the recipient to the sender.
- 13.2 A notice given in accordance with clause 13.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
  - (a) if hand delivered, on delivery;
  - (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

but if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

### **14. GENERAL**

- 14.1 **Governing law and jurisdiction.** The laws that are applicable in Victoria, Australia govern this Agreement and each Party submits to the jurisdiction of the courts of that state and any courts which may hear appeals from those courts.
- 14.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.
- 14.3 **Amendment.** This Agreement may only be amended in writing signed by the Parties.
- 14.4 **Assignment.** The Consultant must not assign this Agreement or a right under this Agreement unless it has the prior written consent of the University acting in its absolute discretion.
- 14.5 **Waiver.** A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy

does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

- 14.6 **Severance.** A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- 14.7 **Execution.** This Agreement may be executed in counterparts, including emailed counterpart. All executed counterparts constitute one document.
- 14.8 **Effectiveness.** Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.
- 14.9 **Payment of taxes and charges.** Subject to clause 4.8, any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this Agreement or any transaction contemplated by this Agreement, must be paid by the Consultant.
- 14.10 **Force Majeure.** Neither party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either party may terminate the Agreement if such an event occurs and continues for a period of 30 days or more.

## SCHEDULE

# *Example*

## AURIN High Impact Project Contract Schedule 2020/21

**ITEM 1**      **CONSULTANT**      **NAME:** ABC University  
**ABN:** 44 555 666 777  
**ADDRESS:** University Drive, University City

**ITEM 2**      **TERM**  
**START DATE:**      1 April 2020  
**END DATE:**      31 March 2022

The 'Consultant' is you or your organisation

### **ITEM 3**      **SERVICES AND TIMETABLE**

#### **Services**

##### **Project Summary**

In consultation with AURIN, the Consultant [YOU] will:

- Develop and make available to AURIN and AURIN users, the new datasets, derived datasets and/or new tools/services/methodologies that were described in the Outcomes section (criteria 3) of the AURIN High Impact Project Proposal form submitted by you, and;
- Develop the case study/s described in the Impact section (criteria 4) of the AURIN High Impact Project Proposal form submitted by you, and;
- Provide content (text, graphics) sufficient to enable AURIN to promote the project and its outcomes, and;
- Present the objectives/progress/outcomes of the project at AURIN events applying the styles/templates required by AURIN, and;
- Attend regular Project progress meetings with AURIN, and;
- Provide a Project Plan, a mid-term Project Report and a final Project Report.

In a valid funding agreement, these items will have specific detail of deliverables

##### **Data and tool Licencing**

The Consultant will provide any project-derived/developed datasets under the Creative Commons licensing framework, enabling users to freely access and publish datasets.

The Consultant will provide project developed software tools as open-source code, via an agreed open source license, enabling users to freely access, use, manipulate and redistribute the code.

##### **The Consultant will provide the following services to the University:**

- 1) **Provide to AURIN, for the subsequent use by AURIN's users, the new datasets, derived datasets and/or new tools/services/methodologies described in the Outcomes section (criteria 3) of the AURIN High Impact Project Proposal form submitted by you**
  - a) This item will detail the data/tools described by you
  
- 2) **Develop the case study/s described in the Impact section (criteria 4) of the AURIN High Impact Project Proposal form submitted by you**
  - a) This item will detail the case study/s described by you
  - b) This clause assumes that some sensitive details and activities may be embargoed for a period, for example, to allow for peer-reviewed publication.
  
- 3) **Provide content (text, graphics) sufficient to enable AURIN to promote the project and its outcomes.**
  - a) This clause assumes that some sensitive details and activities may be embargoed for a period, for example, to allow for peer-reviewed publication.
  - b) You'll be expected to provide written summaries of the objectives, activities, progress, outcomes of the project and its case studies, and;
    - i) High-resolution partner logos, and;
    - ii) Images/graphics where available.
  - c) Content to be published by AURIN will be provided to the Consultant [you] for review and whenever possible, AURIN will seek the Consultant's approval prior to publication. However, this is not required.
  
- 4) **Present the objectives/progress/outcomes of the project at AURIN events applying the styles/templates required by AURIN**
  - a) AURIN will provide opportunities for the Consultant [you] to present the Project's objectives and successes at AURIN events throughout the Project's lifetime and beyond, and there is an expectation that at least two of these opportunities will be accepted.
  - b) The Consultant will be required to use any presentation/slide template provided by AURIN for these events.
  
- 5) **Project progress meetings**
  - a) The Consultant [you] is required to attend regular Project progress meetings with AURIN.
  - b) These will occur as required but not more than once a month.
  - c) These may be virtual meetings from time-to-time.
  - d) AURIN will not make any reimbursement for time spent at these meetings.
  
- 6) **Reporting:**
  - a) The Consultant will provide the University [AURIN] with the following written reports:
    - i) A Project Plan on the template provided in Annexure B
    - ii) A mid-term Project Report on the template provided in Annexure C which details any work undertaken for the period of [the first half of the project]
    - iii) A final Project Report on the template provided in Annexure C which details any work undertaken for the period of [the second half of the project].

## **Timetable**

### **Proposed Project Plan**

- Milestones are discrete events with a specific due date
- \* Deliverables are on-going activities

Report templates are still in review and may be updated/varied by AURIN before funding agreements are finalised

Task/milestone/deliverable	Due date	Project year quarters				Funding instalment
		1	2	3	4	
Execution of this agreement		■				
Agreed Project Plan developed in consultation with AURIN For the period 1 May 2021 to 31 March 2022	31 April 2021	■				
Mid-term Project Report For the period 1 April 2021 to 30 September 2021	31 Oct 2021			■		
Presentation at AURIN forum			■		■	
Project Completion	30 April 2022				■	
Final Project Report For the period 1 October 2021 to 31 March 2022	30 April 2022					

#### **ITEM 4 FEES AND PAYMENT**

##### **Project Budget**

This item will detail the budget provided in the AURIN High Impact Project Proposal form submitted by you

##### **Invoicing & Payment**

##### **Fees (Ex GST)**

This item will detail the amounts to be paid to you and the project milestone that must be acquitted for payment, for example:

1. \$15,000.00 payable upon both Parties signing this Agreement.
2. \$15,000.00 payable upon the completion and approval by AURIN of the Project Plan due 31 April 2021...
3. ... and so forth, according to the needs of each project (i.e. these points will vary according to the milestones, dates, and amounts as they vary, for each project).

#### **ITEM 5 SPECIAL CONDITIONS**

The Parties acknowledge that although the Consultant [you] is not a party to the Funding Agreement for the Australian Urban Research Infrastructure Network project between the University and the Commonwealth of Australia dated 2 August 2013 as varied from time to time and as attached in Annexure A (**Funding Agreement**):

- (a) the provisions of the Funding Agreement must be read with this Agreement and the Consultant must not do anything which would cause the University to be in breach of the Funding Agreement; and

- (b) the Consultant must do all things incidental or reasonably necessary to enable the University to comply with the Funding Agreement to the extent that such obligations relate to the Consultant and the Services.

**Annexure A - Funding Agreement**

A copy of AURIN's NCRIS funding agreement will be annexed to all funding agreements. Applicant's should note that AURIN High Impact Projects must comply with the 2018 NCRIS Funding Guidelines: <https://docs.education.gov.au/documents/ncris-2018-guidelines>.

**Annexure B - Project Plan Template (the "Project Plan")**

The purpose of the Project Plan is to provide a succinct summary of the planned activities for the Project.

The Project Plan must include:

- 1) A list of key deliverables datasets, derived datasets and/or new tools/services/methodologies that the project will develop and anticipated dates of delivery
- 2) Target performance measures and associated achievement level for the Project
- 3) A summary of expected expenses for the Project
- 4) A plan for partner, research community, and end user engagement
- 5) A summary of key risks and mitigation strategies, constraints, assumptions, or dependencies that apply to the project.

If any confidential information is provided, it is to be clearly identified as such and presented in a separate attachment.

**DECLARATION**

I confirm that the information in this report is true and correct to the best of my knowledge following due investigation.

..... [Day] / [Month] / [Year]

Signed

.....

Name

.....

Position

.....

## **Annexure C - Project Report Template (the “Project Report”)**

The purpose of the Project Report is to provide a succinct summary of the activities the project or facility undertook for the reporting period.

Each project report must include:

- 1) A summary of the Project’s performance which includes progress against deliverables, target performance measures and associated achievement levels.
- 2) Actual expenses for the Project during the reporting period.
- 3) Actual co-investment including cash and in-kind identified separately.
- 4) Update on partner, research community, and end user engagement during the reporting period, including any industry engagement, international engagement and public outreach.
- 5) Plans or activities underway to review the project or any component, including changes to the intent or strategic direction of the project and changes to significant partnership arrangements.
- 6) List of Attachments
  - a) Attachment A – Confidential information
  - b) Any other attachments

If any confidential information is provided, it is to be clearly identified as such and presented in a separate attachment.

### **DECLARATION**

I confirm that the information in this report is true and correct to the best of my knowledge following due investigation.

Signed:

Position:

Date: