



National Taxonomy Research Grant Program (NTRGP)

STUDENT TRAVEL GRANTS MINI FUNDING AGREEMENT TEMPLATE

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Funding Conditions

Parties

The Commonwealth of Australia as represented by the Department of the Environment and Energy ABN 34 190 894 983 (**Department**)

«Institution_Name», ABN: «ABN» (**Host Institution**)

«Title» «First_Name» «Surname» (**Student**)

Agreed terms

1. Obligations of the Student and Host Institution

1.1 Performance of the Project

- (a) The Student agrees to attend the Conference/Workshop listed under Item A(3) of the Schedule and submit the Reports set out in Item A(4) of the Schedule.
- (b) The Host Institution agrees to support the Student in attending the Conference/Workshop and to:
 - (i) administer the Funds on behalf of the Student;
 - (ii) be the contact point between the Department and the Student in relation to this Agreement; and
 - (iii) notify the Department if the Student fails to attend the Conference/Workshop.

1.2 Agreement Period

This Agreement commences on the Commencement Date and ends on the date listed in Item A(2) of the Schedule, or on an earlier date if the Student and Host Institution has met their obligations under this Agreement to the Department's satisfaction or this Agreement is otherwise terminated under clause 19.

2. Student and Host Institution warranties

- (a) The Student warrants that:
 - (i) he/she is a student enrolled in an Honours, Masters or PhD degree in the field of taxonomy or systematics at the Host Institution; and
 - (ii) he/she has no overdue reports or acquittals, under any contractual or statutory arrangement for funding with the Department or any other Australian Government agency.
- (b) The Host Institution warrants that:
 - (i) it has the full power and authority to enter into, perform and observe its obligations under this Agreement; and
 - (ii) it will support the Student in meeting their obligations under this agreement.

3. Conduct of the Project

In consideration of the provision of the Funds, the Student must attend the Conference/Workshop:

- (a) within the Project Period;
- (b) in accordance with all applicable laws;
- (c) meet all reporting requirements; and
- (d) otherwise in accordance with this Agreement.

4. Not used

5. Funds

5.1 Payment of the Funds

Subject to Parliamentary appropriation and to the provisions of this Agreement, the Department agrees to pay to the Host Institution the Funds at the times and in the manner specified in Item B (2) of the Schedule.

5.2 Use of the Funds

Funds provided under this Agreement:

- (a) must only be used to meet the travel and associated costs (including registration fees) incurred by the Student to attend the Conference/Workshop;
- (b) are not to be applied towards other costs unless any such costs are approved in writing by the Department.
- (c) must not, be used to cover the cost of any activities or travel commenced but not yet completed prior to the execution of this Agreement; and
- (d) are not to be applied towards administrative and other general costs of the Host Institution unless any such costs are approved in writing by the Department.

5.3 Amount of Funds capped

The amount of Funds to be contributed by the Department in relation to the Student's attendance at the Conference/Workshop will not exceed the maximum amount of Funds specified in Item B1 of the Schedule.

5.4 No liability for Department

The Department accepts no liability for any debts incurred by the Student or the Host Institution, any monies owing by the Student or by the Host Institution to its personnel, any cost overruns or there being insufficient monies for the Student to attend the Conference/Workshop.

5.5 Management of the Funds

The Host Institution must ensure that the Funds are held in an account in the Host Institution's name and which the Host Institution solely controls, with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia; and identify the receipt and expenditure of the Funds separately within the Host Institution's accounts and records so that the Funds are identifiable at all times.

5.6 Repayment of the Funds

- (a) If, on expiry or on any earlier termination of this Agreement, the Department forms the reasonable opinion that any Funds have been used, spent or committed by the Host Institution other than in accordance with this Agreement, the Department may by written notice to the Host Institution require the Host Institution to repay that part of the Funds, and the Host Institution must repay to the Department the amount set out in the notice, within 20 business days of receipt of the notice.
- (b) The Host Institution must repay any Funds that are not spent at the end of the Project Period to the Department within three calendar months.

6. Taxes, duties and government charges

In this clause 6, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) has the meaning given to it in the GST Act.

6.1 Taxes

Subject to this clause 6, the Host Institution must pay all taxes, duties, licensing fees or government charges imposed or levied in Australia or overseas in connection with this Agreement.

6.2 GST

- (a) If a party (supplier) makes a supply under or in connection with this Agreement in respect of which GST is payable, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on the supply.
- (b) If specified in Item D of the Schedule, and on the basis that the Funding paid under this Agreement is:
 - (i) of a non-commercial, funding nature;
 - (ii) paid to a 'government related entity' for GST Act purposes; and

- (iii) sourced from an appropriation, the parties rely on section 9-17(3) of the GST Act in determining that the payment of Funding is not consideration and that no GST is payable in respect of payment of Funding under this Agreement.

6.3 ABN

- (a) Subject to clause 6.2, the Host Institution warrants that it has an ABN, which it has correctly quoted to the Department. The Host Institution must immediately notify the Department of any changes to the Host Institution's GST status or ABN; and supply proof of its GST status, as and when requested by the Department.
- (b) If the Host Institution does not have an ABN the Host Institution may lodge with the Department a completed 'Statement by a Supplier' form claiming an exemption for lodging an ABN.
- (c) If the Host Institution does not provide either an ABN or a completed 'Statement by a Supplier' form, then the Department will withhold from the payment an amount of 46.5 per cent or such other amount as determined by the Australian Taxation Office from time to time.

6.4 Not used.

7. Host Institution Contributions

- (a) It is a condition precedent to the payment of the Funds under this Agreement that:
 - (i) the Host Institution must provide its Contributions (if any) set out in Item C of the Schedule; and
 - (ii) if requested by the Department, the Host Institution must provide the Department with written evidence that its Contributions have been made in accordance with Item C of the Schedule.

- (b) The Host Institution must ensure that the terms on which any other funding contributions are provided to the Student for, or in connection with the Student's attendance at the Conference/Workshop, are not inconsistent with the terms of this Agreement and do not in any way limit or affect the Student's or the Host Institution's ability to comply strictly with its obligations, or the Department's ability to exercise its rights, under this Agreement.
- (c) The Host Institution must promptly notify the Department if the total value of the Host Institution's Contributions reduces, or if such a reduction is anticipated.

8. Not used.

9. Records, reports and acquittals

9.1 Records and accounts

The Host Institution must:

- (a) keep comprehensive and accurate accounts and records of its use of the Funds, that can be separately identified from other accounts and records of the Host Institution; and
- (b) retain the accounts and records referred to in this clause 9 for the Agreement Period and a further period of seven years from the expiry or termination of this Agreement or such longer period as may be required by law.

9.2 Not used.

9.3 Provision of records to the Department

The Host Institution must:

- (a) deliver information and other Material produced under or in connection with this Agreement and otherwise as reasonably required by the Department; and
- (b) provide all information and other Material to the Department in accordance with the timeframes specified in this Agreement and otherwise promptly upon demand.

9.4 Financial records

The Host Institution must keep financial records relating to this Agreement and the Student's attendance at the Conference/Workshop so as to enable all revenue and expenditure to be identified in the Host Institution's accounts and the Audit of those records.

9.5 Reports

- (a) Without limiting the Student's other obligations under this Agreement, the Student must provide (via the Host Institution) to the Department the reports in accordance with Item A (4) of the Schedule at the times, and substantially in the form of the template provided by the Department from time to time (if any).
- (b) If the Department notifies the Student (via the Host Institution) that a report submitted is not to the Department's satisfaction, the Student must make the required amendments and resubmit the report to the Department (via the Host Institution).

9.6 Not used.

10. Audit and access

- (a) The Department or a representative may conduct audits relevant to the performance of the Host Institution's obligations under this Agreement.
- (b) The Host Institution acknowledges and agrees that the Department and any persons nominated by the Department may, at reasonable times and on giving reasonable notice require the Host Institution to provide records, documents and information relevant to the performance of this Agreement in a data format and storage medium accessible by the Department.

11. Not used.

12. Acknowledgement and project events

The Student must acknowledge, in the required form as set out in Item G of the Schedule, the support it has received from the Department in any extract, poster or published paper produced in connection with this support, and otherwise at the times and in the manner as the Department directs from time to time.

13. Confidential Information

- (a) The Student and/or Host Institution must not, without the prior written consent of the Department, disclose any of the Department's information that is confidential or which the Student and/or Host Institution has been informed by the Department is confidential to a third party.
- (b) The Department may disclose details of this Agreement to fulfil its obligations under mandatory reporting processes.

14. Protection of personal information

The Host Institution must:

- (a) use or disclose personal information obtained in relation to this Agreement only for the purposes of this Agreement;
- (b) not do any act or engage in any practice that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth); and
- (c) immediately notify the Department if the Host Institution becomes aware of a breach or possible breach of any of its obligations under this clause 14.

15. Indemnity and release

- (a) The Host Institution indemnifies the Department and its personnel against all losses reasonably sustained or incurred by the Department arising out of or in connection with:

- (i) any negligent, unlawful or wilfully wrong act or omission of the Host Institution or its subcontractors or personnel; or
 - (ii) any breach of this Agreement.
- (b) The Host Institution releases the Department and its subcontractors and personnel from:
- (i) all claims, actions, demands and proceedings which it may have, or claim to have, or but for this release might have had, against the Department arising out of this Agreement or in any way connected with the performance of this Agreement; and
 - (ii) all liability of the Department arising out of this Agreement.

16. Insurance

The Host Institution must have and maintain the insurances as described in Item E of the Schedule and if requested, provide to the Department, current relevant confirmation of insurance documentation from its insurers.

17. Conflict of interest

In the event of a conflict of interest, the Host Institution must notify the Department immediately in writing and fully disclose all relevant information relating to the conflict and take such steps as may be required by the Department to resolve or otherwise deal with the conflict.

18. Dispute resolution

The parties must endeavour to resolve any dispute under this Agreement by mediation or other dispute resolution method before they commence legal proceedings (except proceedings for urgent interlocutory relief).

19. Termination

19.1 Termination and reduction for convenience

The Department may, by written notice, terminate this Agreement at any time.

19.2 Termination by the Department for default

- (a) The Department may terminate this Agreement effective immediately by giving notice to the Student and Host Institution if:
 - (i) the Student or Host Institution breaches a material provision of this Agreement where that breach is not capable of remedy or where the Student or Host Institution fails to remedy the breach within 14 days after receiving notice; or
 - (ii) the Student dies, becomes incapacitated or is no longer enrolled in an Honours, Masters or PhD degree in the field of taxonomy or systematics at an Australian institution; or
 - (iii) the Department is advised by the Host Institution that the Student has failed to attend the Conference/Workshop set out in Item A(3) of the Schedule; or
 - (iv) for any other reason, including but not limited to misconduct by the student.
- (b) The Host Institution must notify the Department immediately if the Host Institution ceases to be able to pay its debts as they become due and payable, enters into liquidation, has a controller or managing controller or liquidator or administrator appointed, or is declared bankrupt or assigns his or her estate for the benefit of creditors or any analogous event occurs.

20. Notices

20.1 Service of notices

A party giving notice or notifying under this Agreement must do so in English and in writing or by Electronic Communication:

- (a) directed to the other party's contact person at the other party's address (as set out in Item H of the Schedule and as varied by any notice); and
- (b) hand delivered or sent by prepaid post or Electronic Communication to that address.

20.2 Effective on receipt

A notice given in accordance with clause 20.1 takes effect when it is 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); or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth),

but if the delivery, receipt or transmission 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.

21. Survival

Clauses 5 (Funds), 9 (Records, reports and acquittals), 10 (Audit and access), 13 (Confidential Information), 14 (Protection of personal information), 15 (Indemnity and release), 16 (Insurance), 22.1 (Relationship) and 23 (Definitions and interpretation) survive the expiry or termination of this Agreement.

22. Miscellaneous

22.1 Relationship

The parties must not represent themselves, and must ensure that their officers, employees and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

22.2 Governing law and jurisdiction

This Agreement is governed by the law of the Australian Capital Territory and each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

22.3 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

22.4 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter.

22.5 Variation

- (a) No variation of this Agreement is legally binding upon either party unless in writing and signed by all parties.
- (b) Requests from the Student or the Host Institution seeking to vary this Agreement must be in writing and sent to the Department via the Host Institution.
- (c) The Department may approve or refuse requests under clause 22.5(b) entirely in its discretion.

23. Definitions and interpretation

23.1 Definitions

In this Agreement:

Agreement means this agreement between the Department, the Student and the Host Institution, as amended from time to time, and includes its Schedule.

Agreement Period means the period specified in clause 1.2.

Commencement Date the date on which this Agreement is executed by the last party to do so.

Conditions mean these Funding Conditions.

Conference/Workshop means the conference or workshop listed in Item A (3) of the Schedule.

Confidential Information means information that is by its nature confidential and

- (a) is designated by a party as confidential; or
- (b) a party knows or ought to know is confidential,

but does not include information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.

Electronic Communication has the same meaning as in the *Electronic Transactions Act 1999* (Cth).

Funds means the amount specified in Item B (1) that is payable by the Department to the Host Institution under this Agreement.

Intellectual Property Rights means all intellectual property rights including copyright and Moral Rights.

Item means an item in the Schedule to this Agreement.

Material means any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the *Copyright Act 1968* (Cth).

Project Period means the period specified in Item A (2) of the Schedule.

Host Institution Contributions means those contributions specified in Item C of the Schedule.

Schedule means the schedule to this Agreement.

23.2 Interpretation

If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) these Conditions;
- (b) the Schedule; and
- (c) documents incorporated by reference in this Agreement.

The Schedule

Project title: «Project_Title»

Student Travel Grant number: «Grant_Rego»

Host Institution: «Institution_Name»

Student: «Title» «First_Name» «Surname»

A. Project (clauses 3, 9.5 and 23.1)

(1) Project Background

The Australian Biological Resources Study (ABRS) National Taxonomy Research Grant Program (NTRGP) Student Travel Grants provide support for Honours, Masters and PhD students in Australian institutions to travel to national or international conferences or workshops relevant to both the student's research program in taxonomy or systematics and the ABRS Priority Areas for Research Grants.

(2) Project Period

The Project Period commences on the Commencement date and ends on **[insert Project Period end date]**.

(3) Project Activities

The Student attends «Proposed_Conference» on «Date_of_Conference» in «Location».

(4) Reports

The Student will submit to the Department (via the Host Institution) the following:

- (e) Completion Report and Financial Acquittal — available under Reporting on the following web page: www.environment.gov.au/science/abrs/grants/student-travel
- (f) Evidence of the Student's registration at the conference or workshop, if not already provided.
- (g) Evidence of poster or oral paper presentation submitted by the Student to the organisers of the conference or workshop in (b) (if any)

(5) Milestones

All milestones associated with this project are listed in Item B(2)

B. Funds (clause 5)

(1) Maximum amount of Funds

The maximum amount of Funds payable by the Department under this Agreement will be **\$«Amount_inc_GST» (inclusive of GST)**.

(2) Payment

Prior to the payment of Funds by the Department, the Host Institution will issue the Department with a tax invoice showing:

- (a) the Host Institution's name and ABN;
- (b) the Student's name;
- (c) amount of any taxable supplies;
- (d) the amount of any GST payable;

The Funds will be paid in accordance with the following table:

No.	Milestone description	Milestone date	Amount (including GST)
1	Signing of Agreement by the Department	Commencement Date	\$«Amount_incl_GST»
2	Completion Date	[Insert completion date — i.e. 30 days after conference attendance]	Not applicable
3	Delivery of Completion Report and Financial Acquittal to the Department	[Insert due date — i.e. 60 days after conference attendance]	Not applicable
4	Acceptance of the Completion Report and Financial Acquittal by the Department	[Insert month and year from above]	Not applicable

C. Host Institution contributions (clause 7)

- (1) The total amount of the Host Institution's Contributions is \$[insert amount] (inclusive of GST) **and must be** made in accordance with the following table.

No.	Host Institution's Contributions	Due date
1	[Include Details from budget table in application]	Over the life of the project
2	[Include Details from budget table in application]	Over the life of the project
TOTAL (GST inclusive)		[Insert total amount (inclusive of GST)]

D. GST (clause 6.2)

Clause 6.2(b) does not apply.

E. Insurance (clause 16)

Not applicable.

F. Confidential Information (clause 13)

Department's Confidential Information: Not applicable.

Student's Confidential Information: Not applicable.

Host Institution's Confidential Information: Not applicable

G. Acknowledgement (clause 12)

The Student must acknowledge the provision of the Funds by the Department:

- (1) at a minimum, in the following way:
"The «Project_Title» is supported through funding from the Australian Government's Australian Biological Resources Study (ABRS) National Taxonomy Research Grant Program (NTRGP)"; or
- (2) in any other form required by the Department.

H. Contact details (clause 20)

Department representative	Position: Business and Grants Manager Phone: 02 6250 9558 Email: abrs.grants@environment.gov.au
Department address for notices	Position: Grants and Business Manager Department of the Environment and Energy Postal address: GPO Box 787, Canberra, ACT, 2601 Physical address: Australian National Botanic Gardens, Clunies Ross Street, Acton, ACT, 2601 Email: abrs.grants@environment.gov.au
Student	Name: «Title» «First_Name» «Surname»
Student address for notices	Postal address: «Address_1», «Address_2» Email: «email_address»
Host Institution representative	Name: «Administration_Contact» Position: [insert position] Phone: [insert phone number] Email: «Admin_Contact_Email»
Host Institution address for notices	Postal address: «Postal_Address_1» «Postal_Address_2» Physical address: «Street_Address_1» «Street_Address_2»

Execution page

SIGNED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by the **Department of the Environment and Energy**

By a duly authorised representative:

in the presence of:

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date

This section must be signed by the Student:

SIGNED by «First_Name» «Surname»

in the presence of:

Signature

Signature of witness

Name of Student (print)

Name of witness (print)

Date

Date

This section must be signed by the Host Institution:

SIGNED for and on behalf of «Institution_Name», ABN: «ABN» by a duly authorised representative who warrants that they have the authority to sign this Agreement

on behalf of «Institution_Name»:

in the presence of:

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date