## ADVANCE QUEENSLAND TRUSTED AUTONOMOUS SYSTEMS DCRC FELLOWSHIP AGREEMENT

**TERMS AND CONDITIONS**

These Terms and Conditions form part of the Agreement made between:

**DEFENCE CRC TAS LIMITED** (98 624 711 011) of Level 14, 114 William Street, Melbourne VIC 3000 (**TAS DCRC**)

**AND**

**THE RECIPIENT** named in the Application as the applicant organisation (**Recipient**)

**BACKGROUND:**

TAS DCRC has established the Advance Queensland Trusted Autonomous Systems DCRC (AQ TAS DCRC) Fellowships program to provide funding assistance to outstanding early- and mid-career researchers to undertake research in the field of trusted autonomous systems at a Queensland-based publicly funded research organisation that will benefit Queensland.

## Definitions & Interpretation

* 1. In the Agreement, unless the contrary appears:

**Agreement** means these Terms and Conditions including the Schedules, the Guidelines and the Application.

**Agreement End Date** means the date three months after the Completion Date, as set out in Item 8 of Schedule 1.

**Agreement Execution Date** means the date that TAS DCRC countersigns the Agreement.

**Any Law** means any law operating in the State of Queensland including:

1. any statute, regulation, rule, local law or ordinance made by any government or any governmental, administrative, fiscal or judicial body, department ,authority, tribunal or agency;
2. common law;
3. the law of equity; or
4. any State or Federal statutory instrument.

**Applicant Declaration** means the AQ TAS DCRC Fellowship applicant declaration signed by the Recipient and the Fellow, and attached in Schedule 6.

**Application** means the AQ TAS DCRC Fellowship funding application document and any annexures to it, and attached in Schedule 5.

**AQ TAS DCRC Fellowship** means the Advance Queensland Trusted Autonomous Systems DCRC Fellowship which is the subject of the Agreement.

**Background IP** means inventions, patents, patent applications, copyright works and other subject matter capable of copyright protection, designs, trade marks, software, trade secrets expertise, knowledge, skills, techniques, methods, procedures, ideas, concepts and IPR made available for the conduct of the AQ TAS DCRC Fellowship and the Project by or on behalf of the Recipient or the Fellow.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Brisbane, Queensland.

**Commencement Date** means the date specified in Item 5 of Schedule 1 being the date the Project starts.

**Completion Date** means the date specified in Item 6 of Schedule 1 as the date for completing the Project.

**Confidential Information** of a Party (**Discloser**) means information relating to the Discloser and its activities of which the other Party (**Receiver**) becomes aware in connection with the Agreement or in the course of the Project that by its nature is confidential, is communicated as confidential, or the Receiver knows or ought to know is confidential and includes information:

1. relating to any Intellectual Property Rights of the Discloser;
2. relating to the internal management and structure of the Discloser or the personnel, internal policies and strategies of the Discloser;
3. that is of actual or potential commercial value to the Discloser;
4. concerning the commercial operations, financial arrangements or affairs of the Discloser;
5. concerning the clients, affiliates and suppliers of the Discloser;

but does not include information

1. which is publicly known, other than by breach of the Agreement;
2. which is lawfully received from a third party, by the Discloser prior to any obligation of confidentiality, or independently developed by a Party; or
3. that a Party is required by law, or by the Agreement, to disclose.

**Deliverables** means the performance requirements set out in Schedule 2.

**Fellow** means the person named in the Application as the fellow who is the primary researcher supported under the Agreement.

**Fellowship IP** means the IPR and Material created in the course of the conduct of the AQ TAS DCRC Fellowship and the Project.

**Final Report** means a Report the Fellow is required to prepare and the Recipient is required to endorse and submit to TAS DCRC in a format notified by TAS DCRC, in accordance with Item 13 of Schedule 1.

**Financial Acquittal Statement** means an official financial statement detailing the receipt and expenditure of the Funding, the Recipient Contributions and Partner Contributions as outlined in Items 11 and 12 of Schedule 1.

**Force Majeure** means any circumstances beyond the reasonable control of a Party which results in the Party being unable to observe or perform on time an obligation under the Agreement including:

1. acts of God, lightning, industrial disputes beyond the reasonable control of a Party, earthquakes, floods, storms, explosions, fires and any natural disaster;
2. acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
3. industrial strikes.

**Funding** means the money, or any part of it, payable by TAS DCRC to the Recipient as set out in Item 9 of Schedule 1.

**Guidelines** means the Advance Queensland Trusted Autonomous Systems DCRC Fellowship program guidelines document published by TAS DCRC, and attached in Schedule 4.

**Improvement** means an improvement, enhancement, modification, adaptation or extension to IPR that is created during the term of the Agreement.

**Information Privacy Principle** has the same meaning as in the *Information Privacy Act 2009*.

**Intellectual Property Rights** or **IPR** means any:

1. invention or discovery;
2. manner, method or process of manufacture;
3. drawing or design;
4. improvement;
5. patent, application for a patent, or right to apply for a patent;
6. common law or registered trade mark; and
7. copyright or other rights in the nature of copyright subsisting in any works including reports, software and circuit layouts.

**Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

**Partner** means an organisation identified as a partner in the Application, or in the Agreement.

**Partner Contribution** means the cash contributed to the Project by each Partner as set out in Item 12 of Schedule 1.

**Party** means TAS DCRC or the Recipient, as the context requires.

**Personal Information** has the same meaning as in the *Information Privacy Act 2009.*

**Progress Report** means a Report the Fellow is required to prepare and the Recipient is required to endorse and submit to TAS DCRC in a format notified by TAS DCRC, in accordance with Item 13 of Schedule 1.

**Project** means the Advance Queensland Trusted Autonomous Systems DCRC Fellowship research project set out in the Application and further described in Schedule 1.

**Project Briefs** means a Report the Fellow is required to prepare and the Recipient is required to endorse and submit to TAS DCRC in a format notified by TAS DCRC, in accordance with Item 13 of Schedule 1.

**Project Deliverables** means the Project deliverables set out in Schedule 2.

**Project Milestones** means the Project milestones set out in Schedule 3.

**Public Statement** means any formal statement or address by the Recipient or on the Recipient’s behalf in relation to the AQ TAS DCRC Fellowship or the Project which is intended for the public domain, including:

1. media releases;
2. discussions with television or newspaper journalists;
3. presentations at conferences;
4. promotional and advertising material; and
5. any recording or publication resulting from the Project (including reprints) which is intended to be distributed into the public domain.

**Queensland Government** means the State of Queensland as represented by the Department of Innovation, Tourism Industry Development and the Commonwealth Games, and includes, where relevant, its officers, employees, contractors and agents.

**Recipient** means the applicant organisation specified in the Application to carry out the Project and includes, where relevant, its officers, employees, contractors and agents.

**Recipient Contribution** means the amount of the Recipient’s own cash funds contributed to the Project as set out in Item 11 of Schedule 1.

**Report** means a written report to be prepared and submitted to TAS DCRC under this Agreement in a format notified by TAS DCRC, including a Project Brief, a Progress Report, and the Final Report.

**Schedule** means a schedule to the Terms and Conditions.

**Terms and Conditions** means the terms and conditions contained in this document.

* 1. In these Terms and Conditions, except where the context otherwise requires:
		1. a reference to a party, includes the party’s executors, administrators, successors, and substitutes;
		2. a reference to a government entity includes any successor or replacement government entity;
		3. a reference to a document includes the document as altered, amended or replaced from time to time;
		4. a reference to a party to a document (including the Agreement) includes the party's executors, administrators, successors and permitted assigns and substitutes;
		5. a rule of construction does not apply to the disadvantage of a Party because that Party drafted the Terms and Conditions;
		6. 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;
		7. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
		8. where an obligation must be performed on a day that is not a Business Day, the obligation must be performed on or by the next Business Day.
	2. To the extent of any inconsistency between any of the provisions and documents that make up the Agreement, the provisions or documents appearing first below will prevail over the lower placed items:
		1. these Terms and Conditions (excluding the Schedules);
		2. the Guidelines;
		3. Schedule 1;
		4. Schedule 2;
		5. Schedule 3; and
		6. the Application.

## Term

* 1. The Agreement starts on the Agreement Execution Date and ends on the Agreement End Date.

## Recipient Obligations

* 1. The Recipient agrees to support the Project in accordance with the Agreement.
	2. In supporting the Project, the Recipient must:
		1. exercise reasonable diligence, care and skill;
		2. administer the Funding in accordance with the Agreement to support the Fellow to complete the Project;
		3. not replace the Fellow named in the Application with another person;
		4. be and remain a ‘Participant’ in the Trusted Autonomous Systems Defence CRC operated by TAS DCRC pursuant to an agreement in TAS DCRC’s standard form until the Agreement End Date (and where a Partner submitted the Application jointly with the Recipient, the Recipient must ensure that such Partner also is and remains a ‘Participant’ in the Trusted Autonomous Systems Defence CRC);
		5. complete the Project Deliverables by the relevant Deliverable due dates. This includes the provision of the required Reports, Financial Acquittal Statements and valid tax invoices;
		6. ensure that the Fellow completes the Project Milestones annually;
		7. ensure it makes the Recipient Contribution to the Project as per the Application and summarised in Item 11 of Schedule 1;
		8. ensure the Partners provide the Partner Contributions to the Project as per the Application and summarised in Item 12 of Schedule 1;
		9. ensure that the Project expenditure is managed in accordance with the budget in the Application;
		10. notify TAS DCRC within 20 Business Days of any matter that may affect the Fellow or Recipient’s eligibility for funding under the Guidelines, including:
			1. the Fellow ceasing employment with the Recipient;
			2. the Fellow moving residence to outside of Queensland;
			3. the Fellow travelling outside of Queensland for more than six weeks;
			4. the Fellow taking extended leave or being unable to undertake the Project for an extended period;
			5. the Fellow changing the proportion of their time committed to the Project;
			6. the Recipient Contributions or Partner Contributions changing;
			7. the Partner changing; or
			8. the Project expenditure changing;
		11. ensure that (where relevant):
			1. the Project complies with National Health and Medical Research Council Guidelines;
			2. the Project complies with the Code of Ethical Practice for Biotechnology in Queensland;
			3. the Recipient and all Partners are compliant with the *Biodiscovery Act 2004;*
			4. the Project is cleared by all relevant ethical committees prescribed by the Recipient organisation’s research rules; and
			5. evidence of compliance with this clause is provided, if requested by TAS DCRC;
		12. not assign, transfer or subcontract its obligations, without prior written consent of TAS DCRC;
		13. notify TAS DCRC of any breach of the Terms and Conditions or any matter that may affect the performance of the Agreement; and
		14. comply with Any Law applicable to the Project, including any provisions and restrictions on the use of defence related material such as the export controls applicable to defence and dual-use goods.

## Deliverables, records, access and audit

* 1. The Recipient agrees to:
		1. submit the Reports outlined in Item 13 of Schedule 1 by their due dates;
		2. submit an interim Report if the Project ends prematurely or if there are significant changes to the Project described in the Application;
		3. maintain records of the expenditure of the Funding;
		4. provide Financial Acquittal Statements in relation to the receipt and expenditure of the Funding, the Recipient Contributions and Partner Contributions, as required in Schedule 2;
		5. provide evidence of the receipt of the Recipient Contributions and Partner Contributions for the Project as outlined in the Application, and in Items 11 and 12 of Schedule 1;
		6. provide information to TAS DCRC regarding the outcomes of the Project up to 24 months after submitting the Final Report, if requested by TAS DCRC;
		7. provide any information reasonably requested by TAS DCRC, including the completion of surveys about the Project; and
		8. allow TAS DCRC’s employees, contractors and agents to access the premises and inspect records and documentation related to the Agreement and/or audit the performance of the Agreement, upon reasonable notice.

## Payment

* 1. TAS DCRC agrees to pay the Funding to the Recipient upon the Recipient:
		1. achieving the relevant Project Deliverable;
		2. ensuring the Fellow achieves the relevant Project Milestone(s);
		3. providing the relevant Recipient Contribution and receiving the relevant Partner Contributions;
		4. providing any Reports, surveys and Financial Acquittal Statements due in accordance with the Agreement;
		5. providing TAS DCRC with a valid tax invoice; and
		6. complying with the Agreement to TAS DCRC’s reasonable satisfaction.
	2. TAS DCRC may by notice withhold payment of any amount where it reasonably believes the Recipient has not complied with the Agreement or is unable or unwilling to undertake any part of the Project or the Agreement.
	3. A notice under clause 5.2 will contain the reasons for any payment being withheld and the steps the Recipient can take to address those reasons.
	4. TAS DCRC will pay the withheld amount once the Recipient has satisfactorily addressed the reasons contained in a notice under clause 5.2.
	5. TAS DCRC may defer or reduce the amount of a payment where a Report or Financial Acquittal Statement reveals that the Recipient holds unspent Funding. TAS DCRC will pay the deferred or withheld funding upon receiving evidence of expenditure of the unspent Funding.

## Repayment

* 1. If any of the Funding has been spent other than in accordance with the Agreement or any amount of the Funding is additional to the requirements of the Project, the Recipient agrees to repay that amount to TAS DCRC.
	2. The amount to be repaid under clause 6.1 may be deducted by TAS DCRC from subsequent payments of the Funding.

## Intellectual Property Rights

**Background IP**

* 1. Nothing in the Agreement affects the ownership of Intellectual Property Rights in any Background IP.
	2. Prior to making any Background IP available for the purposes of the AQ TAS DCRC Fellowship or the Project, the Recipient must:
		1. obtain all necessary copyright and other Intellectual Property Rights permissions to enable the Background IP to be used for the purposes of the AQ TAS DCRC Fellowship and the Project; and
		2. negotiate reasonable terms under which TAS DCRC is granted access to use the Background IP to the extent necessary for TAS DCRC to use the Fellowship IP in accordance with its licence under clause 7.5. At the date of the Agreement, such terms are set out in Item 16 of Schedule 1, and with respect to any Background IP made available after the date of the Agreement, the Recipient will notify TAS DCRC of such reasonable terms at least 5 Business Days prior to using the Background IP for the purposes of the Project.

**Fellowship IP**

* 1. Subject to clause 7.4, the Fellowship IP will vest in the Recipient upon creation.
	2. If, prior to the completion of the Project and the discharge of all of the Recipient’s material obligations under the Agreement:
		1. the Agreement expires;
		2. the Project or the Agreement is terminated by TAS DCRC in accordance with clauses 13.1 or 13.2; or
		3. the Recipient terminates the Project or the Agreement otherwise by reason of the material default of TAS DCRC,

then the Fellowship IP will be assigned to TAS DCRC, and TAS DCRC will have the right to use and exploit the Fellowship IP for any purpose without restriction. The Recipient will, and will ensure that any party that owns or has rights in and to the Fellowship IP will, do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to vest ownership of the Fellowship IP in TAS DCRC in accordance with this clause 7.4.

* 1. Without limitation to clause 7.4, the Recipient grants to TAS DCRC a perpetual and irrevocable, non-exclusive, royalty-free, worldwide licence (including a right to sublicense) to use, adapt, reproduce, publish and exploit the Fellowship IP for any commercial and non-commercial purpose.

**Improvements**

* 1. Improvements to:
		1. a Party’s Background IP made by a Party will be owned by the Party that owns the Background IP to which the Improvements relate; and
		2. the Fellowship IP will be owned by the Party that creates them,

and in each case, TAS DCRC will be granted a licence to use the Improvements on the same basis, respectively, as applies to the Background IP under clause 7.2(b) and the Fellowship IP under clause 7.5.

**Reports**

* 1. Intellectual Property Rights in Reports vest upon creation in TAS DCRC.

**Use of photos and videos**

* 1. The Recipient grants to TAS DCRC a perpetual and irrevocable, non-exclusive, royalty-free licence (including a right of sublicense to the Queensland Government) to use, adapt, reproduce, publish and exploit any photos and videos either:
		1. comprised within Fellowship IP; or
		2. produced by or on behalf of the Recipient for publicity or media purposes,

for the purposes of the Agreement and for any related purpose.

* 1. The Recipient expressly consents, and will ensure that its employees, including the Fellow, provide express written consent, to the exercise of the rights by TAS DCRC and the Queensland Government as contemplated in clause 7.8, in relation to the personal information and likeness of the Recipient and/or its employees comprised in any photos and videos.
	2. The Recipient will use reasonable endeavours to obtain the express written consent of any other person or third party, to the exercise of the rights by TAS DCRC and the Queensland Government as contemplated in clause 7.8, in relation to the personal information and likeness of the other person or third party comprised in any photos and videos.
	3. Upon request by TAS DCRC, the Recipient must promptly provide copies of the express written consents obtained pursuant to clauses 7.9 and 7.10.

## National security matters

* 1. The Recipient must, and must ensure that the Fellow and any Partner, and its or their employees, officers, agents, students and advisers must, obtain and comply with any security clearances and accreditations applicable to the conduct of the AQ TAS DCRC Fellowship and the Project.
	2. Without limitation to clause 8.1, if the AQ TAS DCRC Fellowship or the Project involves information or Material that relates to the Commonwealth's defence or national security interests, the Recipient must, and must ensure that the Fellow and any Partner, and its or their employees, officers, agents, students and advisers who have access to the information or Material must, comply with all relevant security requirements and procedures as specified by the Commonwealth’s Department of Defence or TAS DCRC.

## Acknowledgements & Publications

* 1. The Recipient agrees to acknowledge the AQ TAS DCRC Fellowship, TAS DCRC and the Queensland Government’s support in Public Statements published in connection with the Agreement.
	2. TAS DCRC and the Queensland Government may publicly disclose the name of the Recipient, the name of the Fellow, the amount of Funding and the general details of the Project, including the names of Partners, subject to notified commercial-in-confidence restrictions.
	3. The Parties agree to make their officers available for media opportunities.
	4. Prior to the public release by or on behalf of the Recipient of any material in connection with the AQ TAS DCRC Fellowship or the Project, the Recipient must notify TAS DCRC of such proposed publication. TAS DCRC reserves the right to review and approve such material for release (such approval not to be unreasonably withheld or delayed) and will notify the Recipient within 10 Business Days of receipt of the Recipient’s notice whether it wishes to exercise such right.

## Privacy

When dealing with Personal Information in performing their obligations, the Parties agree not to do anything which, if done by TAS DCRC or the Queensland Government, would be a breach of an Information Privacy Principle.

## Confidentiality

* 1. For the purposes of this clause 11, **Discloser** and **Receiver** have the meanings set out in the definition of Confidential Information in clause 1.1.
	2. A Receiver of Confidential Information:
		1. must not, without the prior approval of the Discloser, use, make public or disclose to any person any Confidential Information;
		2. must immediately notify the Discloser if it becomes aware of any unauthorised use or disclosure of the Confidential Information;
		3. must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it;
		4. may disclose Confidential Information only:
			1. to its personnel who are aware that the Confidential Information is confidential and who are subject to the same obligations of confidentiality as the Receiver and only to the extent necessary to exercise its rights and perform its obligations under the Agreement;
			2. to the extent required by law, provided that the Receiver must use its best endeavours to immediately notify the Discloser prior to the information being disclosed; and
			3. to the Receiver’s professional advisers; and
		5. will ensure that its personnel comply with any obligations of confidentiality in relation to the Confidential Information and will enforce those obligations in case of breach.

## Dispute resolution

* 1. The Parties agree not to initiate legal proceedings in relation to a dispute under the Agreement unless they have tried and failed to resolve the dispute by negotiation.
	2. The Parties agree to continue to perform their respective obligations under the Agreement while a dispute exists.
	3. The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

## Termination for default

* 1. TAS DCRC may terminate the Agreement immediately by notice where it reasonably believes the Recipient:
		1. has breached the Agreement, if TAS DCRC reasonably considers such breach is not capable of remedy, including where the Recipient ceases to be a ‘Participant’ in the Trusted Autonomous Systems Defence CRC operated by TAS DCRC;
		2. has submitted information in, or in support of, the Application which is found to have been false or misleading;
		3. has failed (or the Fellow has failed) to maintain satisfactory progress towards completion of the Project;
		4. has become (or the Fellow has become) ineligible for Funding under the Guidelines;
		5. has withdrawn (or the Fellow has withdrawn) from the Project; or
		6. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
	2. Without limitation to clause 13.1, TAS DCRC may immediately terminate the Agreement by notice, if the Recipient has failed to remedy a breach of the Agreement within 20 Business Days of notice to the Recipient detailing the breach.
	3. Upon expiration or termination of the Agreement under clause 13.1 or 13.2, the Recipient must deliver to TAS DCRC (within 20 Business Days):
		1. all Reports due under the Agreement at the date of termination or expiration;
		2. the pro-rata amount of the Funding, calculated from the date of termination or expiration to the Agreement End Date; and
		3. any unspent or legally uncommitted Funding, or Funding not spent in accordance with the Agreement, which will be a debt due to and recoverable by TAS DCRC.
	4. Without limitation to clause 13.3, where clause 7.4 applies the Recipient must further deliver to TAS DCRC (within 20 Business Days):
		1. the Fellowship IP and all Material relating to the Fellowship IP; and
		2. a deed, instrument, transfer or other document executed by the Recipient (and by any other party that may have rights in and to the Fellowship IP) assigning the IPR in the Fellowship IP to TAS DCRC, in such form as required by TAS DCRC.

## Termination for convenience

* 1. TAS DCRC may terminate the Agreement by 20 Business Days’ notice if funds to be used for the purposes of the Funding cease to be available for such purposes, including as a result of any change in government policy affecting the Queensland Government.
	2. The Recipient agrees on receipt of a notice of termination under clause 14.1, to stop the performance of its obligations as specified in the notice, and take all available steps to minimise loss resulting from that termination.
	3. In the event of termination under clause 14.1, TAS DCRC will be liable only to:
		1. pay to the Recipient any part of the Funding due and owing for activities satisfactorily performed at the date of the notice; and
		2. reimburse any reasonable expenses the Recipient unavoidably incurs that relate directly to the termination and are not covered by clause 14.3(a).
	4. TAS DCRC’s liability to pay any amount under this clause:
		1. is subject to the Recipient's compliance with the Agreement; and
		2. will not exceed the total amount of the Funding payable pursuant to the Agreement.

## Indemnities

* 1. Subject to clause 15.5, TAS DCRC’s liability in connection with the Agreement is limited in aggregate to the Funding amount.
	2. The Recipient is liable for and indemnifies TAS DCRC against any claim, loss or damage arising in connection with:
		1. the Recipient and its employees, contractors and agents acts or omissions; or
		2. the Recipient’s breach of the Agreement.
	3. The Recipient’s obligation to indemnify TAS DCRC will reduce proportionally to the extent any act or omission involving fault on the part of TAS DCRC contributed to the claim, loss or damage.
	4. Neither Party will, in any circumstances, be liable for any loss of revenue, profit, opportunity, goodwill, reputation or any indirect or consequential loss of the other Party in connection with the Agreement.
	5. Notwithstanding clause 15.1 but subject to the Recipient’s compliance with its obligations under clause 7, TAS DCRC will use the Fellowship IP in accordance with its rights under the Agreement at its own risk.

## Insurance

The Recipient agrees to maintain adequate insurance, as outlined in Item 14 of Schedule 1, for the duration of the Agreement. The Recipient must provide evidence of this insurance, if requested by TAS DCRC.

## GST

* 1. Unless otherwise stated, all amounts payable are exclusive of GST.
	2. A Party need not make a payment for a taxable supply until it receives a tax invoice (or adjustment note) for that supply.
	3. The Parties agree to use all reasonable endeavours to assist each other in meeting their lawful obligations under the GST law.

## General

* 1. **Governing Law** – The Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the jurisdiction of the courts of the State of Queensland.
	2. **Entire Agreement** – The Agreement constitutes the entire agreement between the Parties and supersedes all communications and negotiations (oral or written) between the Parties.
	3. **Waiver** – No right under the Agreement will be deemed to be waived except by notice in writing agreed by the waiving Party. A failure by a Party to enforce any provision of the Agreement will not constitute a waiver of that Party’s rights.
	4. **Severability** – The invalidity or unenforceability of any provision of the Agreement does not invalidate the remaining provisions. Any illegal or invalid provision will be severable and all other provisions will remain in effect.
	5. **Variation** – The Agreement may be varied in writing only, signed by the Parties.
	6. **Relationship** - A Party is not by virtue of the Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.
	7. **Force Majeure** –The time for a Party to meet its obligations under the Agreement may be suspended or extended in the event of a Force Majeure, but for no longer than the duration of the Force Majeure. The Party so affected will immediately give notice to the other Party in writing of the Force Majeure.
	8. **Entering into the Agreement** – The Agreement is entered into by the nominated Fellow and an authorised representative of the Recipient signing the Applicant Declaration, and an authorised representative of TAS DCRC signing the Agreement.
	9. **Record of Agreement** – Upon execution, a scan of the compiled Agreement will be provided electronically by TAS DCRC to the Recipient for their records.

## Notices

* 1. The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Agreement, or as otherwise required under the Agreement.
	2. A notice under the Agreement must be in writing, and sent to the respective addresses set out in Item 15 of Schedule 1.

## Survival

The following clauses survive the termination or expiry of the Agreement: clauses 4, 6, 7, 8, 9, 10, 11, 12, 13.3, 13.4, 14, 15, 16, 17, 18, 19, and this clause 20, together with any other clauses of the Agreement which are intended or capable of having effect following the expiry or termination of the Agreement.

**EXECUTED** **by the Parties as an agreement**:

**EXECUTED** by **RECIPIENT** in accordance with the terms of the Advance Queensland Trusted Autonomous Systems DCRC Fellowship Agreement Applicant Declaration

**EXECUTED** by **DEFENCE CRC TAS LIMITED** by an authorised representative in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorised representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorised representative (print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of witness (print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

# SCHEDULE 1 – PROJECT DETAILS

|  |  |  |
| --- | --- | --- |
| **1.** | **Recipient** | The applicant organisation named in the Application. |
| **2.** | **Fellow** | The Fellow named in the Application. |
| **3.** | **Project title** | The Project Title in the Application. |
| **4.** | **Project description** | The Project Description in the Application. |
| **5.** | **Commencement Date** | The date that work on the Project commences, which must be a date after the date that the award is approved by TAS DCRC. |
| **6.** | **Completion Date** | 3 years after the Commencement Date. |
| **7.** | **Agreement Execution Date** | The date that TAS DCRC countersigns the Agreement. |
| **8.** | **Agreement End Date** | 3 years and 3 months after the Commencement Date. |
| **9.** | **Advance Queensland Trusted Autonomous Systems Fellowship Funding** | Either:$300,000 (excluding GST) over three years – mid-career fellowships. OR$180,000 (excluding GST) over three years – early-career fellowships. |
| **10.** | **Advance Queensland Trusted Autonomous Systems Fellowship Funding instalments** | **For mid-career fellowships:** Payment 1: $100,000 (excluding GST) Payment 2: $100,000 (excluding GST) Payment 3: $80,000 (excluding GST) Payment 4: $20,000 (excluding GST)**For early-career fellowships:** Payment 1: $60,000 (excluding GST) Payment 2: $60,000 (excluding GST) Payment 3: $45,000 (excluding GST) Payment 4: $15,000 (excluding GST) |
| **11.** | **Recipient Contribution***(if applicable)* | Year 1 - $      (excluding GST) Year 2 - $      (excluding GST) Year 3 - $      (excluding GST)TOTAL - $      (excluding GST) in cash over the term of the fellowship. |
| **12.** | **Partner Contribution(s)***(if applicable)* | **Partner 1:**Year 1 - $      (excluding GST) Year 2 - $      (excluding GST) Year 3 - $      (excluding GST)TOTAL - $      (excluding GST) in cash over the term of the fellowship.**Partner 2:**Year 1 - $      (excluding GST) Year 2 - $      (excluding GST) Year 3 - $      (excluding GST)TOTAL - $      (excluding GST) in cash over the term of the fellowship. |

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| **13.** | **Reports & Reporting** | **Project Briefs**Each Project Brief must:1. provide a dot point summary of Fellowship activity over the intervening quarter;
2. highlight any specific achievements and challenges;
3. be limited to no more than 250 words or half a page; and
4. be submitted no later than two weeks before the quarterly Research Management Committee meeting between TAS DCRC and the Queensland Government, as such dates are notified by TAS DCRC to the Recipient.

**Progress Reports and Final Report**Each Progress Report and the Final Report must include:1. an outline of the key research findings of the Project;
2. an outline of the implications of the findings for Queensland, the Partner(s) and the Fellow’s field of research;
3. details of fellowship staffing, including the names of staff, their position and their full- time equivalence employment status;
4. identify the total eligible expenditure incurred for the Project, including expenditure of the Funding, the Recipient Contributions and Partner Contributions;
5. the completion rate of the annual Project Milestones listed in Schedule 3;
6. a statement of the general Project outcomes achieved;
7. details of the Fellowship IP created and the Background IP used in the creation of that Fellowship IP; and
8. the number of specific outcomes completed, including the numbers of: refereed publications accepted; patents filed or approved; new collaborations; additional grants secured; higher degree students supervised; new products, services or practices created; and new spin-out or start-up companies created.

As further detailed in Schedule 2:**Progress Report 1** is due 12 months after the Commencement Date. **Progress Report 2** is due 24 months after the Commencement Date.**Final Report** is due 36 months after the Commencement Date. |
| **14.** | **Insurance cover** | * Public liability insurance for the amount of $10,000,000, in respect of each claim.
* Workers’ compensation insurance for the Recipient’s employees in accordance with the *Workers’ Compensation and Rehabilitation Act 2003 (Qld)*.
 |
| **15.** | **Contact Officers** | **For TAS DCRC:**General ManagerDefence CRC TAS LimitedPO Box 59 Toowong Qld 4066E: fellowships@tasdcrc.com.au**For the Recipient**:[Name of Position][Name of Recipient][Address][email address] |
| **16.** | **Background IP** | **Details of Background IP** | **Details of TAS DCRC’s terms of use** (clause 7.2(b)) |
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**SCHEDULE 2 – DELIVERABLES/PROJECT DELIVERABLES**

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|  | **Deliverable** | **Due date** | **Outcome of successful completion** |
| **1** | * Confirmation by the Recipient of the details in the Application, and the details summarised in Schedule 1 (Project details) and Schedule 3 (Project milestones).
* The approval of the Application as evidenced by the execution of the Agreement by the delegated officer from TAS DCRC.
* The provision of a valid tax invoice.
 | Following the approval of the Application by TAS DCRC, or the Commencement Date, whichever is the later. | The release of payment 1. |
| **2** | * The submission of a satisfactory first **Progress Report** with evidence of completion of the relevant Project Milestones.
* The submission of a Financial Acquittal Statement clearly documenting the expenditure of the Funding.
* The submission of all required Project Briefs.
* The provision of details of the amount of Recipient Contributions and Partner Contributions received for the Project.
* The provision of a valid tax invoice.
 | 12 months after the Commencement Date. | The release of payment 2. |
| **3** | * The submission of a satisfactory second **Progress Report** with evidence of completion of the relevant Project Milestones.
* The submission of a Financial Acquittal Statement clearly documenting the expenditure of the Funding.
* The provision of details of the amount of Recipient Contributions and Partner Contributions received for the Project.
* The submission of all required Project Briefs.
* The provision of a valid tax invoice.
 | 24 months after the Commencement Date. | The release of payment 3. |
| **4** | * The submission of a satisfactory **Final Report** with evidence of completion of the relevant Project Milestones.
* The submission of a Financial Acquittal Statement clearly documenting the expenditure of the Funding.
* The provision of details of the amount of Recipient Contributions and Partner Contributions received for the Project.
* The submission of all required Project Briefs.
* The provision of a valid tax invoice.
 | 36 months after the Commencement Date. | The release of payment 4 andthe finalisation of the Project. |

**SCHEDULE 3 – APPLICATION FORM B TECHNICAL MILESTONES & BIBLIOGRAPHY (separate document)**

**SCHEDULE 4 – GUIDELINES (separate document)**

**SCHEDULE 5 – APPLICATION FORM A (separate form)**

**SCHEDULE 6 – APPLICANT DECLARATION (separate form)**