**DEFENCE SCIENCE CENTRE**

**RESEARCH HIGHER DEGREE STUDENT GRANT AGREEMENT**

**PARTIES**

**THE STATE OF WESTERN AUSTRALIA (“State”) acting by and through the Department of Jobs, Tourism, Science and Innovation (“Department”)**

And

**xxxx** (“**Recipient**”)

**RECITALS**

1. The Defence Science Centre (“**DSC**”) Research Higher Degree Student Grant Agreement provides funding to students working on collaborative defence relevant projects and or undertaking defence industry placements as part of their study. This mechanism aims to develop research linkages among universities, the Defence Science and Technology Group (“**DST**”) and defence sector businesses, support capability building in research areas where defence has an interest, and promote new defence related research linkages among universities.
2. The Student is undertaking a Higher Degree at the **Recipient** (that is, a DSC member university).
3. The Student’s Academic Supervisor has applied for a grant to support the project.
4. The Department is the administering organisation of the DSC Research Higher Degree Student Grant.
5. The State is required by law to ensure accountability for public money, and the Recipient is required to be accountable for all State funding.

**AGREEMENT**

The parties agree as follows -

1. **DEFINITIONS**

 In this Agreement, unless the context otherwise requires:

 **Academic Supervisor** means the employee of the Host University who will provide academic supervision for the Student for the duration of the Project.

 **Agreement** means this Financial Assistance Agreement, including the Schedule.

 **Business Day** means a day, not being a Saturday, Sunday or public holiday, on which banks in Perth are open for general banking business.

 **Cth** means the Commonwealth of Australia.

 **Department** means the Department of Jobs, Tourism, Science and Innovation or such other agency or instrumentality of the State which is charged with the administration of this Agreement from time to time for and on behalf of the State.

 **DSC** means the Defence Science Centre.

 **DST** means the Commonwealth of Australia as represented by the Defence Science and Technology Group of the Department of Defence.

 **Execution Date** means the date when the last Party to execute this Agreement does so.

 **Project Completion Summary** means the Project Completion Summary described in clause 12.2 of this Agreement.

 **Grant** means the grant described as such in Item 3 of the Schedule.

 **Host University** means the Recipient as the DSC member university that has entered into the Student Agreement, and will host the Student.

 **Law** means any rule or requirement of any statute, subordinate legislation (including regulations and by-laws), the common law and equity.

 **Party** depending on the context means the State represented by the Department or the Recipient as the context requires, and **Parties** means both of them.

 **Program** means the DSC Research Higher Degree Student Grant Program.

 **Project** means the Project to be undertaken by the Student under the Student Agreement between, the Host University and the Student, as described in the Project Plan.

 **Project Plan** means the Project Plan for the Project as described in clause 11 of this Agreement.

 **Schedule** means the Schedule to, and forming part of, this Agreement.

 **State** means State of Western Australia.

 **State Government** means the Government of Western Australia.

 **Student** means the student as described in Item 1 of the Schedule (enrolled as a full-time or part-time student candidate with the Host University) who has entered into the Student Agreement.

 **Student Agreement** means an agreement between the Host University and the Student for the Project on terms consistent with this Agreement.

 **Term** means the duration of this Agreement as set out in Item 2 of the Schedule.

1. **GRANT**
	1. The Grant shall be the amount set out in Item 3 of the Schedule.
	2. Subject to the terms of this Agreement, the Department will pay the Grant to the Recipient in the instalments and at the times specified in Item 3 of the Schedule.
	3. If without the Department's prior written consent the Project does not commence (proof whereof to the Department’s satisfaction shall be on the Recipient) within six (6) months after the Execution Date, then the Recipient shall immediately pay to the Department any instalment of the Grant that has been received by the Recipient. If the Department considers it fair and reasonable to do so, and if the Department considers that the Recipient has at all times acted and will continue to act reasonably and in good faith, the Department may, at its total discretion, extend the aforesaid six (6) months period in which the Project is to commence.
	4. The Grant shall be applied by the Recipient solely for the Project. If any portion of the Grant is applied for any purpose not referred to in the Schedule or approved in advance in writing by the Department, the Department may refuse to pay the whole or part of any outstanding instalments of the Grant.
	5. The Department may withhold or defer the payment of any instalment or portion of instalment of the Grant due to unsatisfactory progress of the Project and may defer payment due to the event described in clause 2.8 or delays in acquittal of instalments of the Grant previously paid to the Recipient.
	6. If this Agreement is terminated before expiry of the Term and the Department determines, on reasonable grounds, that the Recipient has not spent or will not require all of the Grant for the Project, the Department may:
2. demand repayment of any paid portion so not spent or required, and the Recipient must comply with such demand; and
3. retain any unpaid portion of the Grant not spent or required for the Project.
	1. The Recipient acknowledges and agrees that it is solely responsible for any expenditure in relation to the Project which exceeds the Grant. The Department has no liability whatsoever to provide any additional funding to the Recipient over and above the Grant.
	2. The ability of the Student to suspend studies or take a leave of absence from studies is governed by the Recipient’s regulations. If requested in writing by the Recipient, the Term will be extended commensurate with the length of the suspension or leave, for a single period of suspension or leave (of up to one year) over the course of the Project.
4. **RECIPIENT’S UNDERTAKINGS**

3.1 Recipient’s Project Agreement Undertakings

 The Recipient covenants and agrees in favour of the Department that during the Term, as the Host University it will comply with its obligations and undertakings under the Student Agreement, and will use all best endeavours within its power and resources to ensure that the Academic Supervisor and the Student comply with their respective obligations and undertakings under the Student Agreement.

3.2 Recipient’s General Undertakings

The Recipient covenants and agrees in favour of the Department that during the Term and in respect to this Agreement:

* + 1. (representation or warranty incorrect) it will notify the Department promptly if any representation or warranty made or taken to be made by or on behalf of the Recipient in or in connection with this Agreement is found to be incorrect or misleading when made or taken to be made, or has become or is likely to become untrue;
		2. (performance of obligations) it will at all times duly perform and observe its obligations arising out of or in connection with this Agreement and will promptly inform the Department of any occurrence which might materially adversely affect its ability to perform;
		3. (authorisations) it will comply with the terms of each authorisation necessary to enter into this Agreement, observe obligations under it and allow it to be enforced and it will obtain and renew on time each such authorisation;
		4. (acknowledge) it acknowledges that funding provided under this Agreement is public money and is subject to compliance by the Recipient with the terms of the Grant as detailed in this Agreement;
		5. (undertake) it will undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
		6. (cooperate) it will cooperate fully with the Department in the administration of this Agreement;
		7. (laws) it will comply with all relevant Laws applying in the State; and
		8. (inspection) it will permit the State, any officers of the Department or any other person authorised by any of them to enter the Recipient’s premises at any reasonable time to determine whether the Recipient is performing its obligations under this Agreement, provided that any person entering the Recipient’s premises does so in a manner so as to cause minimal disruption to the Recipient’s business and complies with the Recipient’s requirements relating to safety and confidentiality.
1. REPRESENTATIONS AND WARRANTIES

4.1 Recipient’s Warranties

The Recipient represents and warrants that:

it is duly authorised and has the power to enter into and observe its obligations under this Agreement;

its obligations under this Agreement are valid and binding and are enforceable against it in accordance with their terms;

all authorisations, registrations, consents, approvals licences and permits which are or will be required in connection with the performance by the Recipient of its obligations under this Agreement have been or will be obtained or effected and are or will be and will remain in force and effect for as long as necessary;

to the best of its knowledge or belief there is no litigation, arbitration or administrative proceedings currently taking place, pending or threatened against the Recipient which could have materially adverse effect on the Recipient’s ability to perform this Agreement;

to the best of its knowledge or belief this Agreement and performance under it does not violate any law or government order or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient;

All information provided by or on behalf of the Recipient to the State or to the Department relating to the Recipient’s affairs and this Agreement are true, accurate and complete and, without limiting this clause 4.1(f), all financial information provided by or behalf of the Recipient to the State or the Department is, in all material respects, a true, fair and accurate statement of its financial position as at the date of preparation of the information;

it has fully disclosed to the State and the Department all material information which could reasonably be regarded as affecting in any way the State’s decision to enter into this Agreement; and

it will comply with all prior representations made by it in connection with the Recipient or this Agreement.

4.2 Made Continuously

 The representation and warranties made by the Recipient under clause 4.1 are taken to be made continuously throughout the Term.

1. **BENEFITS**

 The Recipient acknowledges that underlying the Grant of financial assistance is the Department’s belief that the Program will provide outcomes and benefits for Western Australia and/or the Department of Defence, including opportunities for innovation, industry diversification and job growth in Western Australia. Therefore, the Recipient must use all reasonable endeavours to ensure that the Project Plan is designed to deliver these benefits, including to the Recipient and the Student.

1. **REPRESENTATIONS**

 The Recipient warrants that all representations, undertakings, promises, projections and warranties given under or in connection with this Agreement are true and correct.

1. **INFORMATION**

 If and when the Department requests, from the Recipient, information or documentation (relevant in any way to this Agreement, the Project or the Grant) or access to either or both, the Recipient shall promptly comply with such request. All information and documentation referred to above must be detailed, true, correct, accurate, full and comprehensive and in no way misleading or deceptive. This clause 7 shall survive for three years after this Agreement's termination or expiry.

1. **RECORDS**

 The Recipient must create, and for the duration of this Agreement plus three years after, keep and maintain proper, detailed, true, correct, accurate, full and comprehensive written records in respect of the Project, its achievement (or otherwise), the Recipient's supervisory activities in relation to the Project and its expenditure in relation to the Project. The Recipient must provide the Department with access to such records on request.

1. **NOTIFICATION**

The Recipient must provide to the Department notification of legal proceedings or debt recovery actions against the Recipient, that relate directly to the Project and the Grant, as soon as practicable after the institution of those legal proceedings or that debt recovery action.

1. **VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing and duly executed by the Parties.

1. **PROJECT PLAN**

The terms and conditions for the Project Plan, which the Recipient must submit (through the Recipient’s Research Office or equivalent) to the Department for the Department’s written approval (or otherwise) by no later than six months after the commencement date of the Project, are as set out in Item 5 of the Schedule.

1. **REPORTING REQUIREMENTS**

12.1The Recipient must comply with the reporting requirements set out in this clause 12. All such reports must be:

1. in writing;
2. properly detailed, accurate, complete and up-to-date;
3. certified by the Recipient, the Student and the Academic Supervisor; and
4. submitted through the Recipient’s Research Office (or equivalent).

12.2 Project Completion Summary

The Recipient must submit to the Department not later than 30 days after the Term expires a Final Report in respect of the Project and its expenditure of the Grant, for the Department’s written approval (or otherwise).

 However, if the Student Agreement, or this Agreement, is terminated prior to the expiry of the Term, the Recipient must submit the Final Report to the Department not later than 30 days after the Student Agreement, or this Agreement, is terminated (as the case may be), whichever is the earlier.

 The Final Report shall be on the template provided by the Department in accordance with Item 6 of the Schedule. The reporting of progress will be consistent with the Project and the Project Plan.

The Department will review the financial and non-financial performance set out in the Final Report, including against the Project Plan and the objectives of the Program. If, in the reasonable opinion of the Department, the Final Report is deemed inadequate, the Recipient must promptly provide such further information as the State may require to the satisfaction of the Department

12.3 Project Outcomes Summary

The Recipient must submit to the Department not soonerthan 12 months after completion of the project, and no later than 15 months after the completion of the Project, a Project Outcomes Summary.

The Project Outcomes Summary shall be on the template provided by the Department in accordance with Item 7 of the Schedule.

1. **EVALUATION**

The Recipient must use all reasonable endeavours to ensure that the Student and the Academic Supervisor are available to contribute to, and participate in, evaluation (as prescribed by the Department) relating to the Grant and the Project during the Term, and for at least three years after the conclusion of this Agreement.

1. **ACKNOWLEDGEMENTS**

 The Recipient must make reasonable efforts to publicly acknowledge the support of the DSC in relation to publication of reports in relation to the Project. An appropriate form of acknowledgement is "*This research was supported by the Defence Science Centre, an initiative of the State Government of Western Australia"* or similar.

1. **AUDIT RIGHTS**

The Department may arrange, at its own cost, for an independent audit to be carried out of the Recipient’s activities and finances that relate directly to the Project and the Grant. If the Department arranges for an independent audit to be carried out:

1. the Department must provide reasonable written notice to the Recipient that the Department has arranged for an independent audit to be carried out;
2. the Recipient must allow all persons appointed by the Department to carry out the independent audit to have full access to the financial and other records of the Recipient relating directly to the Project for the purposes of carrying out the independent audit; and
3. the Recipient must allow the Auditor General for the State, the Internal Audit Branch of the Department, or an authorised representative, to have access to and examine the records and information concerning this Agreement, the Project and the Grant, during normal business hours upon giving not less than five Business Days’ written notice to the Recipient.

Where the Department considers that any information or evidence provided by the Recipient under this Agreement is incorrect, out-of-date, incomplete or inaccurate and arranges for an independent audit to be carried out in respect of that information or evidence, and where the audit substantiates the Department’s concern, then the independent audit will be at the Recipient’s expense.

1. **DEFAULT**

16.1 Event of Default

The Department and the Recipient agree that it is an Event of Default if:

* 1. the Student Agreement is terminated;
	2. the Recipient breaches an obligation or undertaking under this Agreement which cannot be remedied;
	3. the Recipient breaches any remediable obligation or undertaking under this Agreement and that breach is not remedied within the reasonable period of time specified in the Department’s written notice to the Recipient requiring the breach to be remedied;
	4. a representation or warranty made or taken to be made by or on behalf of the Recipient under or in connection with this Agreement is found or is notified by the Recipient to be materially incorrect or misleading when made or taken to be made;
	5. an undertaking given to the Department or its solicitors by the Recipient is breached or not wholly performed within the period specified in the undertaking or, if no period is specified, within five Business Days from the date of the undertaking;
	6. a person is appointed under legislation to investigate or manage any part of the affairs of the Recipient;
	7. anything happens which gives to the Department good cause to believe that either or both of the Recipient and the Student cannot or will not be able to perform its or their respective contractual obligations;
	8. this Agreement is or becomes wholly or partly void, voidable, unenforceable or ineffective, or is claimed to be so by the Recipient;
	9. the Recipient persistently or regularly breaches this Agreement; or
	10. in the reasonable opinion of the Department the reputation of the State, the Department or the DSC is, or is likely to be, damaged by any act or omission of, or any conduct by, the Recipient or the Student.

16.2 Suspension During Breach

 Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its obligations and undertaking under this Agreement.

1. TERMINATION
	1. If an Event of Default occurs during the Term, the Department may terminate this Agreement with written notice to the Recipient. Alternatively, this Agreement may be terminated by the mutual consent of the Parties. On termination of this Agreement:
	2. the Department shall cease to be liable for any unpaid portion of the Grant;
	3. the Recipient must not incur any further commitments or make any further expenditure of Grant funds unless permitted in writing by the Department to do so;
	4. the Department, in its absolute discretion, may, by written notice to the Recipient, demand that part or all of the paid portion of the Grant that has not been spent by the Recipient must be remitted to the Department by the Recipient; and
	5. if the Department makes a demand under clause 17.1(c), the paid portion of the Grant thereof demanded is due and payable by the Recipient to the Department in immediately available funds within 20 Business Days after the date of the written notice. To avoid any confusion, the Recipient cannot be liable to pay any portion of the Grant back to the Department that has already been allocated and spent (but only in accordance with this Agreement) by the Recipient.

17.2 Either Party may terminate this Agreement with immediate effect by notice in writing if:

* + 1. the Parties agree that the Student is not complying with the Student Agreement; or
		2. the Student withdraws from their university or the Recipient terminates the Student’s enrolment.
	1. In addition to, but subject to, clause 17.1, if a Party fails to perform any of its obligations under this Agreement, and does not remedy that failure within fourteen (14) days after being required to do so by notice in writing from the non-defaulting Party, then the non-defaulting Party may terminate this Agreement by written notice to the Party in default.
1. **GST**

18.1 Subject to clause 18 the Department will compensate the Recipient for any GST payable by it in relation to the Grant by increasing the amount of the Grant by the amount of GST payable or by making a further Grant.

* 1. The Recipient warrants that it has an Australian Business Number (ABN) and is registered for GST.

18.3 The Recipient will immediately notify the Department in writing of any change to the Recipient’s registration.

18.4 The Department warrants that it is registered for GST.

18.5 The Department will immediately notify the Recipient in writing of any change to the Department's registration.

18.6 Subject to the provisions of this Agreement, the Department through its internal process will raise a recipient-created tax invoice (“**RCTI**”) for each Grant instalment in line with the Payment Schedule detailed in Item 3 of the Schedule.

18.7 In this Agreement, the terms “registered”, “tax invoice”, “RCTI” and “GST” have the same meaning as in the GST Act and “GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**19. PROMOTION**

19.1 As part of the print and online promotion of the Grant, the DSC reserves the right to publish details of the research supported by the RHDSG, including project title and project description. As part of the Grant reporting requirements, a description of research findings, suitable for an educated lay audience, must be provided at project completion. This description may be used for promotional purposes.

1. MISCELLANEOUS

 The terms and conditions for intellectual property rights; publications, publicity and promotion; and insurance are as set out in the Student Agreement.

1. Schedule

Each expressed or implied provision of the Schedule is a provision of this Agreement and must be complied with in accordance with its terms and conditions.

**SCHEDULE**

**ITEM 1 – STUDENT AND PROJECT**

The purpose of the Grant is to support xxxx (Student ID: xxx) (the Student) undertaking the Project titled **XXX**.

Specifically, the Grant will fund a top-up scholarship to the Student to undertake the Project. The value of the Grant is $XXXX total.

**ITEM 2 – TERM**

The Term of this Agreement is from the Execution Date and will expire **12 Months** after the commencement date of the Project, subject to clauses 2.3 and 17 and each other expressed or implied provision of this Agreement.

**ITEM 3 – PAYMENT OF GRANT**

Subject to the other provisions of this Agreement, the Grant is payable by the Department to the Recipient in the following manner:

**Total amount of Grant:** XXXX.

**Payment Schedule:**

|  |  |  |
| --- | --- | --- |
| **Milestone****Number** | **Milestone** | **Grant Instalment** |
| 1 | Execution of this Agreement | $XXXX (**Initial Instalment**) upon execution of this Agreement |
| 2 | Final Report received and approved by the Department | $XXXX (**Final Instalment**) upon written approval of the Final Report by the Department |

**Payment of the Grant instalments** will be by electronic funds transfer. The Recipient’s banking details are as follows:

Name of Bank: xxxx

Account Name: xxxx

BSB: xxxx

Account Number: xxxx

ABN: xxxx

Upon receipt of each Grant instalment, the Recipient will pay that Grant instalment to the Student.

**ITEM 4 – SPECIAL CONDITIONS**

The Department acknowledges that the Recipient and/or the Student are not required to undertake anything that would be in breach of their obligations under the Student Agreement dated xxxx.

The Department acknowledges that the Recipient and/or the Student may seek additional funding for the PhD project from third party sources.

**ITEM 5—FORM OF THE SIX MONTH PROJECT PLAN**

This sheet provides guidance on the reporting requirements for projects and/or investigators that have accepted DSC research or RI-ID funding. These guidelines apply except where the agreement covering the provision of DSC funding specifically excludes specific clauses as defined in this document.

As a general principle, reports provided to DSC should not contain any intellectual property or confidential information related to or arising from the project activities.

**Six Month Project Plan Reporting**

Six months after the execution of the Agreement, the lead/chief investigator named on the Agreement must submit a completed **Project Plan** to the DSC. The Project Plan must be completed in the template provided by the DSC, and must include:

1. Project title
2. Investigator and/or student name
3. Project supervisor
4. Project collaborators
5. Project personnel
6. Activities
7. Milestones achieved
8. Significant publications or presentations
9. Other significant outcomes for any collaborative partners
10. Significant leverage resulting from the project, either potential or realised.

**ITEM 6 – FORM OF THE PROJECT COMPLETION SUMMARY**

This sheet provides guidance on the reporting requirements for projects and/or investigators that have accepted DSC research or RI-ID funding. These guidelines apply except where the agreement covering the provision of DSC funding specifically excludes specific clauses as defined in this document.

As a general principle, reports provided to DSC should not contain any intellectual property or confidential information related to or arising from the project activities.

### Project Completion Reporting

Within 1 month of completion of a project, the lead/chief investigator named on the DSC funding agreement must:

1. Complete a Project Completion Summary
2. Prepare, if requested, a short (15 minute) presentation on the project and its research and stakeholder outcomes for presentation to the DSC.

The **Project Completion Summary** must contain the following:

1. Project title
2. Investigator and/or Student name
3. Project supervisor name
4. A one-page statement of major outcomes from the project, including:
	1. A statement of major project outcomes;
	2. A statement of significant publications submitted or presentations given;
	3. A statement of other significant outcomes for collaborative partners;
	4. A statement of future opportunities/project recommendations;
	5. A statement of significant leverage resulting from the project, either realised or potential.
5. A promotional piece on the project, written in laymen’s terms and suitable for public dissemination.

**ITEM 7 – FORM OF THE PROJECT OUTCOMES SUMMARY**

This sheet provides guidance on the reporting requirements for projects and/or investigators that have accepted DSC research or RI-ID funding. These guidelines apply except where the agreement covering the provision of DSC funding specifically excludes specific clauses as defined in this document.

As a general principle, reports provided to DSC should not contain any intellectual property or confidential information related to or arising from the project activities.

Twelve to fifteen months after the completion of the Project, the lead/chief investigator named on the DSC funding agreement must complete a **Project Outcomes Summary**.

The Project Outcomes Summary must be completed in the template provided by the DSC, and must contain the following:

1. Project title
2. Investigator and/or Student name
3. Project supervisor name
4. Statement of major outcomes and opportunities that have been realised from the project
5. A statement of where the student is now.

**Executed** by the Parties hereto.

**SIGNED for and on behalf of THE** **STATE OF WESTERN AUSTRALIA** )

by )

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**XXX**

**Deputy Director General, Science and Innovation**

**Department of Jobs, Tourism, Science and Innovation**

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

Date

**SIGNED for and on behalf of [university]** )

by )

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**xxx**

**xxx**

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Date