



GRDC RESEARCH SCHOLARSHIP CONTRACT

REFERENCE: <CONTRACT CODE>

Grains Research and Development Corporation (GRDC)

<Full legal name of the Research Organisation>
(Research Organisation)

<Insert name of recipient>
(Recipient)

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GRDC Research Scholarship Contract

PARTIES

**GRAINS RESEARCH AND DEVELOPMENT CORPORATION, ABN 55 611 223 291
(GRDC)**

AND

**<FULL LEGAL NAME OF THE RESEARCH ORGANISATION> ACN/ABN <Insert ACN/ABN>
(Research Organisation)**

RECITALS

- A. Under the *Primary Industries Research and Development Act 1989* (Cth), GRDC has the power to fund the training of persons to carry out systematic experimentation and analysis in any field of science, technology or economics with the objective of acquiring knowledge in respect of primary industry and, in particular, grains.
- B. GRDC has agreed to award the Recipient the Scholarship Funds for the sole purpose of assisting the Recipient to conduct the Research whilst completing the Recipient's Postgraduate Course.
- C. The Research Organisation has agreed to supervise the Recipient in conducting the Research and to administer the Scholarship Funds in accordance with the terms and conditions of this Contract.

Operative provisions

1 INTERPRETATION

1.1 Definitions

In this Contract unless the context otherwise requires:

Academic Progress Report means the Report described in clause 5.3.

Academic Qualification means the qualification specified in Item 3 of Schedule 1 for which the Recipient is a candidate;

Application means the application submitted through the Grains Investment Portal by the Recipient for the Scholarship Funds to conduct the Research including any amendments made by GRDC and attached to this Contract as Schedule 2;

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in the Australian Capital Territory.

Commencement Date means the date specified in Item 5 of Schedule 1 being the date when the Recipient commences the Postgraduate Course, or if the Recipient has already commenced their Postgraduate Course, the date this Contract is signed by the last party to sign it;

Completion Date means the date specified in Item 6 of Schedule 1 being the date when the Recipient's Thesis is submitted for examination to fulfil the requirements of the Academic Qualification;

Confidential Information means all information which:

- (a) is indicated in writing by a Party to be confidential; or
- (b) might otherwise reasonably be regarded by either of the Parties as confidential,

including technical and commercial information and information the disclosure of which could prejudice the registration, exploitation or value of any Intellectual Property, but does not include information that:

- (c) is in the public domain, or comes into the public domain, other than as a result of a breach of this Contract; or
- (d) is rightfully known by the receiving Party and is not subject to an obligation of confidentiality before the date of receipt; or
- (e) has been independently developed or acquired by the receiving Party;

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

Grains Investment Portal means the portal located at <https://access.grdc.com.au>;

GRDC Authorised Representative means the person specified in Item 9 of Schedule 1;

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

Intellectual Property means any registered or unregistered intellectual property rights including any:

- (a) patents or rights concerning any discovery, invention, process, process improvement, procedure, manufacturing method, technique or information regarding the chemical or genetic composition of materials (whether patentable or not);
- (b) trade marks, business names or trading styles (whether registered or not);
- (c) copyright material and similar or neighbouring rights;
- (d) registered or registrable designs;
- (e) plant breeder rights or other proprietary information concerning genetic or biological material or engineering processes;
- (f) trade secrets and know how;
- (g) semiconductor rights, eligible layouts or protectable computer programs; and
- (h) software, software programs and source code,

whether or not existing at the date of this Contract and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any right to seek registration of, or to take action for infringement of, any such rights;

Leave means annual leave, personal / carer's leave, sick leave, parental leave, compassionate leave or any other leave as defined in the National Employment Standard;

Milestone means the key deliverables that must be achieved by the Recipient in order to receive the Scholarship Funds as specified in Item 11 of Schedule 1;

Milestone Report means a report demonstrating how a Milestone has been met in accordance with clause 5.2;

Operating Funds means the portion of the Scholarship Funds identified in Item 10 of Schedule 1 as Operating Funds;

Party means a party to this Contract;

Postgraduate Course means the course specified in Item 2 of Schedule 1;

Recipient means the person receiving the Scholarship Funds to undertake the Research and specified in Item 1 Schedule 1;

Reports means any reports to be provided by the Research Organisation or the Recipient to GRDC as requested by GRDC from time to time and includes the Milestone Report, and Academic Progress Report;

Research means the topic chosen by the Recipient as part of their Postgraduate Course which has been approved by the Research Organisation on the basis that the topic is of an acceptable degree of difficulty in respect of the Academic Qualification, the details of which are set out in Item 7 of Schedule 1 and the description and methodology of which is set out in the Application;

Research Organisation means the Research Organisation specified in Item 9 of Schedule 1 who has agreed to supervise the Recipient in conducting the Research and to administer the Scholarship Funds in accordance with the terms and conditions of this Contract;

Research Organisation Authorised Representative means the person specified in Item 9 of Schedule 1;

Research Training Program Scholarship or **RTP** means scholarships that are awarded to students undertaking a Higher Degree by Research (**HDR**) being a Research Doctorate and Research Masters course;

Scholarship Funds means the money payable by GRDC to the Research Organisation for the sole purpose of the Recipient conducting the Research, comprising, where applicable:

(a) the Stipend Funds;

- (b) the Travel Funds; and
- (c) the Operating Funds;

Scholarship Term means the period from the Commencement Date to the Completion Date or the termination of this Contract, whichever is the earlier;

Stipend Funds means the portion of the Scholarship Funds identified in Item 10 of Schedule 1 as Stipend Funds;

Supervisor means a person appointed by the Research Organisation specified in Item 4 of Schedule 1 or as notified by the Research Organisation in writing;

Thesis means the thesis or research paper to be submitted as a requirement of the Postgraduate Course and the Recipient's candidature for the Academic Qualification; and

Travel Funds means the portion of the Scholarship Funds identified in Item 10 of Schedule 1 as Travel Funds.

1.2 General

In this Contract unless the context otherwise requires:

- (a) a reference to either Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (b) a reference to any organisation, committee or body includes a reference to any successor of that organisation, committee or body;
- (c) a reference to any document or agreement includes a reference to that document or agreement as properly amended, novated, supplemented, varied or replaced from time to time;
- (d) "includes" or "including" are not words of limitation;
- (e) all monetary amounts are in Australian currency;
- (f) where any Party is constituted by more than one legal entity, they will be, unless otherwise expressly stated, jointly and severally liable in respect of all obligations arising under this Contract and jointly entitled to enjoy any rights granted by this Contract; and
- (g) it is to be interpreted in accordance with the rules for the interpretation of Acts set out in the *Acts Interpretation Act 1901* (Cth).

1.3 Headings

In this Contract, headings are for convenience only and do not affect interpretation.

2 GRDC RESPONSIBILITIES

2.1 Provision of Scholarship Funds

GRDC will pay the Scholarship Funds to the Research Organisation for the sole purpose of supporting the Recipient to conduct the Research in accordance with the terms and conditions of this Contract.

2.2 Payment procedure

Subject to clause 2.3, during the Scholarship Term GRDC will pay the Scholarship Funds associated with the relevant Milestone specified in Item 11 of Schedule 1 to the Research Organisation on acceptance of the Milestone Report in accordance with clause 5.2 of this Contract.

2.3 Conditions for payments

GRDC has no obligation to pay the Research Organisation each instalment of the Scholarship Funds under this Contract unless:

- (a) the Research Organisation has complied with all of its obligations arising under this Contract, including acceptance of all previous Milestones by GRDC (acting reasonably); and
- (b) the Recipient is at all times during the Scholarship Term enrolled as a student undertaking the Postgraduate Course at the Research Organisation for the Academic Qualification and may be the holder of an RTP or a scholarship from the Research Organisation.

2.4 Stipend Funds

GRDC will not pay any additional Stipend Funds, including any Leave of the Recipient. GRDC will however honour all conditions set out in the Commonwealth Scholarships Guidelines (Research) 2017 as amended from time to time and any conditions of the scholarship in respect of the Recipient as set by the Research Organisation.

2.5 GST

- (a) All terms used in this clause 2.5 are as defined in the GST Act.
- (b) The Scholarship Funds do not include an amount to cover any liability of the Research Organisation for GST on any supplies made by the Research Organisation to GRDC under this Contract.
- (c) If GST is payable by the Research Organisation in relation to any supply made by the Research Organisation to GRDC under this Contract, the amount payable by GRDC to the Research Organisation in relation to that supply will be increased by the amount of the GST.

3 RESEARCH ORGANISATION RESPONSIBILITIES

3.1 Supervision and performance

The Research Organisation must:

- (a) appoint a person as the Supervisor to supervise the Recipient in conducting the Research in accordance with this Contract;
- (b) take all reasonable steps to ensure that the Recipient conducts the Research in a competent and diligent manner in accordance with this Contract and the Application; and
- (c) take all reasonable steps to ensure that the Recipient complies with all requirements of the Research Organisation related to:
 - (i) conducting the Research for the Academic Qualification, including those related to a Thesis;
 - (ii) leave, temporary breaks in study and research; and
 - (iii) employment.
- (d) If for any reason the Recipient is unable to commence or continue conducting the Research at an adequate level, the Research Organisation must immediately notify GRDC in writing of the facts of the matter.

3.2 Administration of Scholarship Funds

The Research Organisation must:

- (a) provide the Scholarship Funds to the Recipient in accordance with this Contract for the sole purpose of conducting the Research;
- (b) monitor the Recipient's expenditure of the Scholarship Funds in accordance with this Contract and the usual administrative procedures of the Research Organisation;
- (c) ensure that the Research Organisation and Recipient only uses the Scholarship Funds in accordance with this Contract for the sole purpose of conducting the Research.

3.3 Changes to Research Organisation or Research

- (a) The Research Organisation must immediately notify the GRDC Authorised Representative in writing when:
 - (i) it becomes aware of the Recipient's proposed transfer to another Research Organisation including details of the expected date of the Recipient's transfer; or
 - (ii) where there is a change to the Research including details of how the change will impact on the objectives of the Research.
- (b) Upon receipt of any notice issued under clause 3.3(a), GRDC may terminate this Contract in accordance with clause 7.

4 RECORDS

4.1 Accounting records

The Research Organisation must:

- (a) ensure that it retains appropriate records in order for it to substantiate all claims, matters or other details required to be included in any Reports, including by retaining relevant invoices and receipts in respect of the expenditure of the Scholarship Funds;
- (b) maintain records and books of account in relation to all Scholarship Funds received and Research expenses;
- (c) ensure such records and books of account are accurate, complete and up to date and kept in a manner that permits them to be conveniently and properly audited;
- (d) if requested by GRDC in writing, provide within 14 days a copy of any such Reports, documents, records, statements or any other information as reasonably required by GRDC in connection with this Contract; and
- (e) retain the documents required of the Research Organisation under this clause 4.1 for at least 7 years after the Completion Date or the date of termination.

4.2 **Audit**

GRDC, or any agents of GRDC or the Auditor-General, may at its own cost arrange for the records referred to in this clause 4 to be audited. The Research Organisation must give all reasonable assistance to GRDC, or any agents of GRDC or the Auditor-General in relation to any such audit. Nothing in this Contract derogates from the powers of the Auditor-General under the *Auditor General Act 1997* (Cth).

5 **REPORTS**

5.1 **General obligations**

- (a) The Research Organisation must submit all Reports to GRDC:
 - (i) by the relevant due date specified in Item 11 of Schedule 1; and
 - (ii) unless otherwise notified by GRDC, via the Grains Investment Portal. The Research Organisation must notify GRDC immediately if there are any technical issues or otherwise that would prevent the submission of a Milestone Report via the Grains Investment Portal.
- (b) If the Report contains Confidential Information the Research Organisation must mark the Report accordingly on its cover and at those parts of the Report which may reasonably be viewed as containing Confidential Information.

5.2 **Milestone Reports**

- (a) Upon receipt of a Milestone Report submitted in accordance with this Contract, GRDC will conduct a review of the Milestone Report to determine whether the Milestone Report meets the requirements set out in this Contract.
- (b) Unless otherwise specified in Item 11 of Schedule 1, within 28 days of the date GRDC receives the Milestone Report or within 28 days of the due date of the Milestone Report, whichever is the later, GRDC will in its absolute discretion:

- (i) if satisfied that the Milestone Report meets the requirements set out in this Contract, accept the Milestone Report and notify the Research Organisation in writing of its acceptance; or
 - (ii) acting reasonably, if not satisfied that the Milestone Report meets the requirements set out in this Contract, give the Research Organisation written notice that it does not accept the Milestone Report, including the reasons why.
- (c) If the Research Organisation receives a notice under clause 5.2(b)(ii) that GRDC has not accepted the Milestone Report, it must review and rectify the issues identified by GRDC and submit a revised Milestone Report for GRDC's consideration in accordance with this clause 5.2 within the timeframe specified in the notice or within 28 days from the date the Research Organisation receives the notice under clause 5.2(b)(ii), whichever is the later. The process in this clause 5.2 will apply to the re-submitted Milestone Report.

5.3 Academic Progress Reports

- (a) The Research Organisation must provide to GRDC relevant academic progress reports in accordance with the Research Organisation's normal procedures (**Academic Progress Report**) by the relevant due date specified in Item 11 of Schedule 1.
- (b) The Academic Progress Report must, as a minimum:
 - (i) describe the Recipient's conduct of the Research;
 - (ii) contain comments by the Supervisor on the Recipient's progress and achievements; and
 - (iii) whether the Recipient is fulfilling the requirements of the Postgraduate Course to achieve the Academic Qualification.

5.4 Thesis and other documents

- (a) The Research Organisation must on the due date specified in Item 11 of Schedule 1 provide to GRDC an electronic copy of the Thesis submitted for examination.
- (b) If the Thesis is not provided to GRDC in accordance with clause 5.4(a) the Research Organisation must advise GRDC in writing of the date on which the Thesis is expected to be completed.
- (c) The Research Organisation must, within 30 days of publication, provide to GRDC an electronic copy of any accepted journal publications and conference presentations or posters relating to the Research.

6 INTELLECTUAL PROPERTY

- (a) Subject to the terms of any other agreement entered into between GRDC and the Research Organisation, nothing in this Contract affects the ownership of any Intellectual Property arising out of the Research or contained in any Report or Thesis submitted to GRDC.
- (b) The Research Organisation and the Recipient must report to GRDC on any Intellectual Property that arises out of the Research or otherwise in connection with this Contract.
- (c) The Research Organisation grants (or will procure the relevant rights to grant) to GRDC a non-exclusive, royalty-free, world-wide, perpetual and irrevocable licence to use any Intellectual

Property in the Research or contained in any Report or Thesis for GRDC's internal purposes including considering future investment proposals in accordance with the *Primary Industries Research and Development Act 1989* (Cth).

7 TERMINATION

7.1 Termination by GRDC

GRDC may immediately terminate this Contract and cease to make any further payment of the Scholarship Funds if:

- (a) the Research Organisation breaches any provision of this Contract and such breach is not remedied within 14 days after service on the Research Organisation of written notice specifying the breach and requiring its remedy;
- (b) in the reasonable opinion of GRDC, the Research is not being carried out by the Recipient with the level of competence and diligence required by or in accordance with this Contract;
- (c) the Recipient has not been accepted to the following year of the Postgraduate Course during each year of the Research;
- (d) the Research Organisation notifies GRDC that in its reasonable opinion the Recipient's academic progress or performance is unsatisfactory or the Recipient is unable to commence or continue conducting the Research at an adequate level;
- (e) the Research Organisation or the Recipient notify GRDC that the Recipient is transferring to another Research Organisation;
- (f) the Research Organisation fails to provide reasonable information concerning any administrative, technical or financial matter related to the provision of the Scholarship Funds or the conduct of the Research in response to a reasonable request from GRDC within 21 days after receipt of a written request for that information from GRDC;
- (g) GRDC's finances do not, in the reasonable opinion of GRDC, enable it to continue to fund the Research; or
- (h) the Parties so agree in writing.

7.2 Repayment of Scholarship Funds on termination

Within 90 days of receipt of written notice from GRDC that this Contract is terminated under clause 7.1, the Research Organisation must repay GRDC any Scholarship Funds that have not been expended and are not irrevocably committed for the purpose of conducting the Research.

8 INSURANCE

8.1 Requirement to maintain Insurance

The Research Organisation must obtain and maintain all insurances appropriate in entering this Contract and in supervising the conduct of the Research by the Recipient including (where appropriate)

insurance for personal injury and sickness, public liability, professional indemnity, any liability for infringement of any Party's Intellectual Property. This obligation to insure continues for no less than two years after the expiry or termination of this Contract.

8.2 Evidence to GRDC

The Research Organisation must, if requested by GRDC to do so, provide certificates of currency or other proof of insurance acceptable to GRDC.

9 GRDC AUTHORISED REPRESENTATIVE

9.1 Administration

The GRDC Authorised Representative will be responsible for administration of this Contract and has authority to issue and receive any written notification under this Contract.

9.2 Liaison and reporting

The Research Organisation must liaise with and provide any reports to the GRDC Authorised Representative as reasonably required by the GRDC Authorised Representative.

10 RESEARCH ORGANISATION AUTHORISED REPRESENTATIVE

The Research Organisation Authorised Representative has the authority to receive and sign notices for the Research Organisation under this Contract and accept any request or direction in relation to the Scholarship Funds.

11 NOTICES

11.1 Writing

All notices or communications given pursuant to this Contract must be:

- (a) in writing;
- (b) signed by the Party giving the notice; and
- (c) delivered by hand, sent by pre-paid post or Electronic Communications to the Authorised Representative of the other Party at the address of that Party set out in Schedule 1, or such other address as may be advised in writing from time to time.

11.2 Receipt of notice

A notice or communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, within 5 Business Days of the date on which it was sent; and

- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth).

12 DISPUTES

12.1 Process

If there is any dispute or difference (**Dispute**) about this Contract or its operation:

- (a) the Parties will first refer the Dispute to a mutually agreed person or body for mediation;
- (b) if the Parties fail to agree on the person to whom the Dispute is to be referred, then the Parties will refer the Dispute to a person nominated by the President of the Law Society of the Australian Capital Territory, and the Parties must accept that person's nomination as mediator; and
- (c) if the Parties remain in dispute after the mediation process, then, unless the Parties agree to go to arbitration, the Parties may proceed to litigation.
- (d) nothing in this clause prevents a Party from, at any time, seeking an urgent injunction from a court to prevent an apprehended breach of this Contract.

13 GOVERNING LAW

This Contract is governed by and construed in accordance with the laws of the Australian Capital Territory. The Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

14 WAIVER

A waiver by a Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any other or subsequent breach.

15 VARIATION

Except as permitted by this Contract, this Contract may not be varied except in writing and signed by both Parties.

16 COUNTERPARTS

- (a) This Contract may be executed in counterparts. Both executed counterparts constitute one document.
- (b) Executed counterparts of this Contract may be exchanged by facsimile, email or other means of Electronic Communication.

17 WHOLE AGREEMENT

This Contract states all of the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

18 SEVERANCE

If a provision in this Contract is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this Contract for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this Contract.

19 RELATIONSHIP

Nothing in this Contract or any circumstances associated with it or its performance give rise to any relationship of agency, partnership or employer and employee between the Parties or between GRDC and the Recipient. The Research Organisation must not represent itself and must ensure that the Recipient do not represent themselves, as being employees, partners or agents of GRDC.

20 SURVIVAL

Any provision of this Contract which expressly or by implication from its nature is intended to survive the completion, expiry or termination of this Contract, and any rights arising on completion, termination or expiry shall survive, including clauses 1 (Interpretation), 4 (Records), 6 (Intellectual Property), 11 (Notices), and 13 (Governing Law).

Execution page

EXECUTED BY THE PARTIES AS AN AGREEMENT

Signed for and on behalf of the

**GRAINS RESEARCH AND DEVELOPMENT
CORPORATION**

ABN 55 611 223 291

by its duly authorised representative, in the
presence of

Signature of witness

Signature of representative

Name of witness (print)

Name of representative (print)

Date

Date

<Choose provider entity from dropdown>

Schedule 1

Item	Topic	Details								
1.	Recipient	Name: <Insert name of recipient> Email: <Enter information> Telephone: <Enter information>								
2.	Postgraduate Course	<Insert name and details of Postgraduate Course> Yes <input type="checkbox"/> No <input type="checkbox"/>								
3.	Academic Qualification	<Enter information>								
4.	Supervisor	Name: <Enter information> Position: <Enter information>								
5.	Commencement Date	<Insert the date when the Recipient commences the Postgraduate Course , or if the Recipient has already commenced their Postgraduate Course, the date this Contract is signed by the last party to sign it>								
6.	Completion Date	<Choose date>								
7.	Project Title and short summary	<Enter information>								
8.	GRDC Project No.	<Enter information>								
9.	Authorised Representatives	<p>GRDC Name: <Enter information> Position: <Enter information> Address for notices: <Enter information> Email: <Enter information> Telephone: <Enter information></p> <p>Research Organisation Legal entity name and ABN: <Full legal name of the Research Organisation>, <Insert ACN/ABN> Address of principal place of business: <Enter information> Name: <Enter information> Position: <Enter information> Address for notices: <Enter information> Email: <Enter information> Telephone: <Enter information></p>								
10.	Scholarship Funds	<table border="1"> <tbody> <tr> <td>Stipend Funds</td> <td>\$<XXX></td> </tr> <tr> <td>Operating Funds</td> <td>\$<XXX></td> </tr> <tr> <td>Travel Funds</td> <td>\$<XXX></td> </tr> <tr> <td>Total Scholarship Funds</td> <td>\$<XXX></td> </tr> </tbody> </table>	Stipend Funds	\$<XXX>	Operating Funds	\$<XXX>	Travel Funds	\$<XXX>	Total Scholarship Funds	\$<XXX>
Stipend Funds	\$<XXX>									
Operating Funds	\$<XXX>									
Travel Funds	\$<XXX>									
Total Scholarship Funds	\$<XXX>									

Item	Topic	Details		
11.	Milestones			
	Milestone Number	Description	Due date for Milestone	Amount payable
	101	<Enter information>	<Choose date>	\$<XXX>
	102	<Enter information>	<Choose date>	\$<XXX>
	103	<Enter information>	<Choose date>	\$<XXX>
	104	<Enter information>	<Choose date>	\$<XXX>
	190	<Enter information>	<Choose date>	\$<XXX>

Schedule 2 – Application