



Title of Contract

REFERENCE:

Grains Research and Development Corporation (GRDC)

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

<Insert name of recipient>
(Fellow)

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GRDC Visiting Fellowship Contract

PARTIES

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

AND

<FULL LEGAL NAME OF THE RESEARCH ORGANISATION>
(Host 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 Fellow the Fellowship Funds for the sole purpose of supporting the Fellow to conduct the Activities.
- C. The Host Organisation has agreed to supervise the Fellow in conducting the Activities and to administer the Fellowship 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:

Activities means the activities to be undertaken by the Fellow, 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;

Application means the application submitted through the Grains Investment Portal by the Host Organisation for the Fellowship Funds to support the conduct the Activities by the Fellow 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;

Completion Date means the date specified in Item 6 of Schedule 1;

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;

Conflict of Interest means any actual, potential or perceived commercial, private, or financial interest or duty that interferes or conflicts with the Host Organisation's obligations or duties to GRDC under this Contract or otherwise;

Contract means this document including the Schedules and any annexures or attachments to it or incorporated by reference;

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

Fellow means the person specified in Item 1 Schedule 1;

Fellowship Funds means the money payable by GRDC to the Host Organisation for the sole purpose of the Fellow conducting the Activities, comprising, where applicable:

- (a) the Stipend Funds;
- (b) the Travel Funds; and
- (c) the Operating Funds,

as specified in Item 10 of Schedule 1;

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

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);

Home Organisation means the Home Organisation specified in Item 2 of Schedule 1;

Host Academic Contact means a person appointed by the Host Organisation specified in Item 4 of Schedule 1 or as notified by the Host Organisation in writing;

Host Organisation means the Host Organisation specified in Item 9 of Schedule 1 who has agreed to supervise the Fellow in conducting the Activities and to administer the Fellowship Funds in accordance with the terms and conditions of this Contract;

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

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;

IPPO Register has the meaning given to that term in clause 3.1(a)(x);

Law means any applicable law, statute, rule, regulation, directive, direction, code, treaty, judgment, order, guideline, decree, interpretation, permit, injunction of any government agency, or rule of any public stock exchange, in any jurisdiction, and in each case, as amended from time to time;

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 Report means a report demonstrating how a Milestone has been met.

Milestones means the key delivery and decision points in the performance of the Activities described in Item 11 of Schedule 1;

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

Party means a party to this Contract;

Personnel means a person's employees, representatives, agents, officers, contractors and subcontractors, and, in the case of the Host Organisation, includes the Fellow;

PIRD Act means the *Primary Industries Research and Development Act 1989* (Cth), as amended from time to time.

Final Report means the Report described in clause 5.1;

Reports means any reports to be provided by the For the Fellow to GRDC as requested by GRDC from time to time and includes the Milestone Reports and the Final Report;

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

Travel Funds means the portion of the Fellowship 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 Fellowship Funds

Subject to clause 2.2 and clause 3.4, GRDC will pay the Fellowship Funds to the Host Organisation for the sole purpose of supporting the Fellow to conduct the Activities in accordance with the terms and conditions of this Contract as follows:

- (a) Operating Funds must be used only for support of costs incurred in conducting research and engagement aspects of the Activities, including costs of travel between the Host Organisation and regional research institutions;
- (b) Stipend Funds must be used only for rent and living allowance for the Fellow and their immediate family; and

- (c) Travel Funds must be used only for one return international airfare for the Fellow and their immediate family and the costs of international health insurance as required by applicable entry visa conditions.

2.2 Payment procedure

- (a) During the Term GRDC will make a payment associated with a Milestone specified in Item 11 of Schedule 1 to the Host Organisation on acceptance of the Milestone Report in accordance with clause 5.1 of this Contract.

2.3 No additional Fellowship Funds

GRDC will not pay any additional Fellowship Funds, including in respect of any period of Leave of the Fellow, and will not be liable to the Host Organisation or its Personnel for any costs or expenses incurred by them in respect of the Activities or this Contract in excess of the Fellowship Funds.

2.4 GST

- (a) All terms used in this clause 2.4 are as defined in the GST Act.
- (b) The Fellowship Funds do not include an amount to cover any liability of the Host Organisation for GST on any supplies made by the Host Organisation to GRDC under this Contract.
- (c) In relation to any GST payable on a taxable supply by a Party under this Contract, the recipient of the supply must pay the GST subject to:
 - (i) the supplier providing a tax invoice; or
 - (ii) if the Host Organisation is the supplier, at the option of GRDC (that may be varied from time to time at GRDC's discretion), the supplier either:
 - (1) issues to GRDC a tax invoice; or
 - (2) agrees to the issue by GRDC of a recipient created tax invoice (RCTI),and provides any other documentation required by GRDC to claim any input tax credits claimable in relation to the supply.

3 HOST ORGANISATION RESPONSIBILITIES

3.1 Performance

- (a) The Host Organisation must:
 - (i) enter into an appropriate agreement with the Home Organisation that:
 - (1) confirms the Fellow's period as a visitor of the Host Organisation;
 - (2) confirms the Fellow's participation in the Activities;
 - (3) is consistent with clauses 3.6, 5, 6 and 7 and the other terms of this Contract to the extent applicable to the role of the Home Organisation;
 - (4) requires the Home Organisation to procure that the Fellow complies with equivalent terms; and

- (5) allows the Host Organisation or the Fellow to disclose the agreement to GRDC (if required by GRDC).
- (ii) ensure that the Fellow and each immediate family member travelling with the Fellow has a valid entry visa and any other permits and approvals required for undertaking the Activities and complies with all conditions of each such visa, permit and approval;
- (iii) make appropriate arrangements for the accommodation and hosting of the Fellow and their immediate family at or within reasonable proximity of the Host Organisation for the duration of the Fellowship Term;
- (iv) appoint a person as the Host Academic Contact to supervise the Fellow in conducting the Activities in accordance with this Contract;
- (v) use its best endeavours to achieve all Milestones by their due date;
- (vi) ensure that the Home Organisation continues to employ the Fellow and pay the Fellow's salary and associated employment benefits to which the Fellow is ordinarily entitled;
- (vii) take all reasonable steps to ensure that the Fellow conducts the Activities in a competent and diligent manner in accordance with this Contract and the Application;
- (viii) support the Fellow in the conduct of the Activities, including by facilitating collaborations and connections with other researchers and research institutions in Australia;
- (ix) ensure that the Activities are undertaken in accordance with all applicable Law, any GRDC policies notified to the Host Organisation, and professional ethics, principles and standards;
- (x) establish and maintain a complete, up-to-date and accurate Intellectual Property and Project Outputs Register in a form approved by GRDC that sets out all Intellectual Property, data, results, items or materials contributed to or used, acquired, created or arising in connection with the Activities and identifies the owner, licensor and any terms applicable to such Intellectual Property (**IPPO Register**); and
- (xi) take all reasonable steps to ensure that the Fellow complies with all requirements of the Host Organisation related to:
 - (1) conducting the Activities;
 - (2) leave, temporary breaks in study and research; and
 - (3) employment.
- (b) If for any reason the Fellow is unable to commence or continue conducting the Activities at an adequate level, the Host Organisation must immediately notify GRDC in writing of the facts of the matter.

3.2 Responsibilities

- (a) As between GRDC and the Host Organisation, the Host Organisation is responsible for all costs, expenses, taxes, duties and liabilities arising in connection with the Activities, and the Fellow's conduct and behaviour during the course of the Activities.
- (b) The Host Organisation warrants that, as at the Commencement Date and at all times during the Fellowship Term:
 - (i) the Application is complete and accurate and does not contain any misleading or deceptive representations;

- (ii) the Fellow is appropriately qualified and in good standing to conduct the Activities;
- (iii) neither it nor, to the best of its knowledge and belief, having made reasonable enquiries, the Home Organisation is the subject of a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the claim;
- (iv) it will not, and it will ensure that its Personnel do not, infringe any third party's Intellectual Property in connection with the Activities or this Contract; and
- (v) GRDC's exercise of the licence granted under clause 6(c) will not infringe any person's Intellectual Property.

3.3 Administration of Fellowship Funds

The Host Organisation must:

- (a) use the Fellowship Funds, and where appropriate provide the Fellowship Funds to the Fellow, in accordance with this Contract for the sole purpose of undertaking the Activities in accordance with this Contract and in a manner consistent with the budget set out in the Application;
- (b) only commit for expenditure the Fellowship Funds within the Fellowship Term;
- (c) monitor the Fellow's expenditure of the Fellowship Funds in accordance with this Contract and the usual administrative procedures of the Host Organisation;
- (d) except with the prior written approval of GRDC, only use Fellowship Funds:
 - (i) for economy or equivalent class travel and standard quality accommodation; and
 - (ii) for travel via the most direct route and best price reasonably practicable in the circumstances;
- (e) not pay any Fellowship Funds to the Home Organisation; and
- (f) ensure that the Host Organisation and Fellow only uses the Fellowship Funds in accordance with this Contract for the sole purpose of conducting the Activities.

3.4 Exclusions

The Host Organisation must not use, or allow the use of, the Fellowship Funds for any of the following purposes:

- (a) salary or on-costs for the Fellow;
- (b) except with the prior written approval of GRDC:
 - (i) travel or accommodation upgrades;
 - (ii) costs associated with flight or other booking changes, including fees and price increases;
- (c) gratuities or tips;
- (d) excess baggage fees;
- (e) accommodation incidentals such as laundry, breakages, minibar;
- (f) car hire insurance fees or excess;
- (g) vehicle mileage;

- (h) standard business equipment and services such as telephone, internet and standard computers;
- (i) purchase of alcohol;
- (j) procurement of capital items or assets;
- (k) any purpose other than the Activities.

3.5 Changes in circumstances

The Host Organisation must immediately notify the GRDC Authorised Representative in writing (together with all relevant details and supporting information or documentation available at the time of notice) if:

- (a) it becomes aware of the Fellow's proposed transfer to another Host Organisation or Home Organisation including details of the expected date of the Fellow's transfer;
- (b) it becomes aware that the Fellow does not intend to complete the Activities or intends to return to or cease employment with the Home Organisation prior to the Completion Date;
- (c) it forms the opinion that the Fellow's performance of the Activities or behaviour is unsatisfactory or unacceptable, or the Fellow is unable to commence or continue conducting the Activities at an adequate level;
- (d) the Fellow intends to take one or more periods of Leave of 14 days or more in aggregate during the Fellowship Term;
- (e) there is any dispute between the Host Organisation and the Home Organisation in respect of the Fellow or the Activities or in connection with the agreement between those parties contemplated by clause 3.1(a)(i);
- (f) there is or may be a delay in or change to the Activities including details of how the delay or change will impact on the objectives of the Activities; or
- (g) any other circumstances occur that may impact the conduct of the Activities by the Fellow in accordance with this Contract.

3.6 Achievement of Milestones

- (a) If the Host Organisation repeatedly fails to meet one or more Milestones, or is delayed in delivering any Milestone by more than one-quarter of the Term, without limiting any of GRDC's other rights or remedies, GRDC may by written notice to the Host Organisation:
 - (i) reduce the scope of the Activities;
 - (ii) reduce the Fellowship Funds;
 - (iii) require repayment of some or all Fellowship Funds paid to the Host Organisation that have been wrongly expended or not irrevocably committed; and/or
 - (iv) terminate this Contract in accordance with clause 9.1.
- (b) GRDC is not entitled to exercise any of the rights set out in this clause 3.6 to the extent that the failure to meet, or delay in delivering, each relevant Milestone is caused by a breach of this Contract by GRDC.

4 RECORDS

4.1 Accounting records

The Host 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 Fellowship Funds;
- (b) ensure that all records clearly identify expenditure incurred in respect of:
 - (i) the Activities as conducted by the Fellow; and
 - (ii) each immediate family member of the Fellow, separately from any other individual or activity;
- (c) for any expenses incurred as foreign currency amounts, identify the Australian dollar amount based on the current exchange rate between that currency and Australian dollars as published by the Reserve Bank of Australia on the date on which the expense is incurred;
- (d) maintain records and books of account in relation to all Fellowship Funds received and Activities expenses;
- (e) 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;
- (f) 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
- (g) retain the documents required of the Host 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 3.6 to be audited, including to confirm the Host Organisation's compliance with this Contract. The Host 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 Milestone Reports

- (a) The Host Organisation must submit a Milestone Report to GRDC in relation to each Milestone:
 - (i) by the relevant due date specified in Item 11 of Schedule 1; and
 - (ii) unless otherwise notified by GRDC, via the GRDC Portal. The Host Organisation must notify GRDC immediately if there are any technical issues or otherwise that would prevent the submission of a Milestone Report via the GRDC Portal.

- (b) If the Milestone Report contains Confidential Information the Host Organisation must mark the Milestone Report accordingly on its cover and at those parts of the Milestone Report which may reasonably be viewed as containing Confidential Information.
- (c) 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 does demonstrate that the Milestone has been met.
- (d) 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:
 - (i) if satisfied that the Milestone Report does demonstrate that the Milestone has been met, accept the Milestone Report and notify the Host Organisation in writing of its acceptance; or
 - (ii) if not satisfied that the Milestone Report does demonstrate that the Milestone has been met, give the Host Organisation written notice that it does not accept the Milestone Report, including the reasons why.
- (e) If the Host Organisation receives a notice under clause 5.1(d)(ii) that GRDC has not accepted the Milestone Report, it must:
 - (i) address the issues identified by GRDC and submit a revised Milestone Report for GRDC's consideration in accordance with this clause 5.1. The process in this clause 5.1 will apply to the re-submitted Milestone Report; or
 - (ii) give GRDC notice of a dispute under clause 14,

within the timeframe specified in the notice or within 28 days from the date the Host Organisation receives the notice under clause 5.1(d), whichever is the later.

5.2 Final Report

- (a) The Host Organisation must provide to GRDC a final report (**Final Report**) by the Completion Date.
- (b) The Final Report must, as a minimum:
 - (i) describe the Fellow's conduct of the Activities, including a summary of the collaborative research work undertaken during the Fellowship Term;
 - (ii) contain comments by the Host Academic Contact on the Fellow's achievements;
 - (iii) include a copy of:
 - (1) the IPPO Register; and
 - (2) all outputs, including all data, records and materials, created in the course of or arising from the Activities; and
 - (iv) confirm that the Fellow undertook the Activities as specified in this Contract, including the requisite visits, and seminar presentations, to researchers in each of GRDC's Western, Southern and Northern Regions.

5.3 Publications

- (a) The Host 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 Activities.

- (b) The Host Organisation must ensure that GRDC's contribution to the Activities is prominently acknowledged at all reasonable and appropriate opportunities, including in any document or dataset published, presentation made or at any field and trial sites used, by the Host Organisation or its Personnel in relation to the Activities.
- (c) The Host Organisation must comply with, and must ensure its Personnel comply with, the GRDC Attribution Model (available at <https://grdc.com.au/brand>) or any reasonable specific additional requirements provided by GRDC when referring to GRDC's support for the Activities.

6 INTELLECTUAL PROPERTY

- (a) Subject to the terms of any other agreement entered into between GRDC and the Host Organisation, nothing in this Contract affects the ownership of any Intellectual Property arising out of the Activities or contained in any Report submitted to GRDC.
- (b) The Host Organisation and the Fellow must report to GRDC on any Intellectual Property that arises out of the Activities or otherwise in connection with this Contract.
- (c) The Host Organisation grants (or will procure the relevant rights to grant) to GRDC a non-exclusive, royalty-free and fee-free, world-wide, perpetual and irrevocable licence (with the right to sub-licence) to use any Intellectual Property in the Activities or contained in any Report for GRDC's purposes including research, development and extension and considering future investment proposals in accordance with the *Primary Industries Activities and Development Act 1989* (Cth).
- (d) The Research Organisation must during the Term provide up-to-date copies of the IPPO Register to GRDC as required under any Milestone in this Contract.
- (e) The Host Organisation will own the copyright in Milestone Reports submitted by the Host Organisation under this Contract and any additional Reports provided by Host Organisation in accordance with this Contract.
- (f) The Host Organisation grants to GRDC a perpetual, irrevocable, fully paid, royalty-free, worldwide non-exclusive licence, including a right to sub-licence, to use the copyright and information in the Milestone Reports and any additional Reports provided in accordance with this Contract for GRDC's purposes (including reporting to its stakeholders, including the government) or in pursuance of the functions of GRDC arising under the PIRD Act.

7 CONFIDENTIAL INFORMATION

7.1 Confidential treatment

The Recipient must, subject to this Contract:

- (a) treat as confidential the Confidential Information disclosed to it by or on behalf of the Discloser;
- (b) only use or copy Confidential Information for the purposes of fulfilling its obligations under this Contract;
- (c) take reasonable steps to protect the Confidential Information and keep it secure from misuse, interference, loss and unauthorised access, modification or disclosure; and
- (d) promptly notify the other Party if it becomes aware of, or suspects, any unauthorised copying, use or disclosure of any Confidential Information; and

- (e) on request by the Discloser, return to the Discloser (or, if requested by the Discloser, destroy) the Discloser's Confidential Information, except to the extent the Recipient is required to retain Confidential Information by Law.

7.2 Permitted disclosure

The Recipient must not, without the prior written consent of the Discloser, disclose the Confidential Information except to the extent required to:

- (a) disclose Confidential Information to its Personnel and legal and financial advisors who have a need to know for the purposes of this Contract (and only to the extent that each has a need to know), provided that the Recipient uses reasonable efforts to ensure that:
 - (i) its Personnel and advisors who require access to Confidential Information keep the Confidential Information confidential and only use the Confidential Information for the purpose for which it was disclosed; and
 - (ii) any of the abovementioned Personnel and advisors who cease to be Personnel or advisors must continue to be bound by such obligations of confidentiality;
- (b) comply with requirements of a court, governmental or administrative authority or any parliamentary authority or by applicable Law to disclose Confidential Information, provided that the Recipient must:
 - (i) promptly notify the Discloser and consult with it about the form and content of any disclosure required; and
 - (ii) only disclose that part of the Confidential Information as is necessary to comply with the relevant requirements; or
- (c) in the case of GRDC, or a Host Organisation that is a Commonwealth, State or Territory government agency, disclose the Confidential Information in response to parliamentary questions, ministerial inquiries, reporting obligations and inquiries conducted by or on behalf of the Auditor General of the relevant State or Territory government or the Auditor General of the Commonwealth of Australia.

8 COMPLIANCE

8.1 Modern Slavery

- (a) The Host Organisation represents and warrants that:
 - (i) it does not, and will not, engage in any activity that constitutes or involves Modern Slavery in the performance of its obligations under this Contract or otherwise; and
 - (ii) it has investigated its practices and those of its Group Members and is satisfied that there are no activities that constitute or could constitute or involve Modern Slavery anywhere in its (and each of its Group Members') business, operations or supply chains.
- (b) The Host Organisation must, on the receipt of a written request from GRDC, provide GRDC with all information reasonably requested by GRDC to assist GRDC to comply with its requirements under the Modern Slavery Legislation.
- (c) The Host Organisation agrees that GRDC may take any reasonable actions to monitor, assess, audit and verify the Host Organisation's compliance with its obligations under this clause 8.1.

- (d) If the Host Organisation or its Group Member is in breach of any part of this clause 8.1, or GRDC reasonably suspects a breach, without prejudice to any other remedy which GRDC may have, GRDC may immediately terminate this Contract by written notice.
- (e) For the purposes of this clause 8.1:
 - (i) **Group Members** means the Host Organisation and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) and its or their Personnel.
 - (ii) **Modern Slavery** has the meaning given to that term in the Modern Slavery Legislation, which includes, among other things, any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and any other slavery-like exploitation as prohibited under all applicable anti-slavery and human trafficking Laws.
 - (iii) **Modern Slavery Legislation** means the *Modern Slavery Act 2018* (Cth) and any other modern slavery act that is in force, and their respective regulations and codes from time to time.

8.2 Work Health and Safety

- (a) The Host Organisation must ensure that its and the Fellow's activities in carrying out the Activities comply, and that any site at which it carries out any part of the Activities (**Site**) complies, with all applicable:
 - (i) work health and safety Laws and applicable industry codes of practice and Australian Standards, including in relation to consultation, representation and participation; and
 - (ii) all applicable policies and procedures relating to work health and safety, when conducting those activities or when on the Site.
- (b) Without limiting its obligations under clause 8.2(a), the Host Organisation must ensure that any person involved in the Activities or attending a Site is:
 - (i) properly trained, informed, supervised and instructed in the use of the facilities and items involved in conducting any activities in relation to the Activities or whilst on Site;
 - (ii) provided with any other assistance that is required to ensure their health and safety in conducting the Activities or whilst on Site; and
 - (iii) provided with all necessary personal protective equipment.
- (c) The Host Organisation is solely responsible for all preparation and co-ordination required for carrying out the Activities at a Site in accordance with the requirements of this Contract.

8.3 Privacy

- (a) GRDC is an 'agency' for the purposes of the *Privacy Act 1988* (Cth) (**Privacy Act**) and is required to comply with the *Australian Privacy Principles* (**APPs**) set out in Schedule 1 of that Act. GRDC's privacy policy is available at: <https://grdc.com.au/About-Us/Policies/Legal/Privacy/Privacy-Policy>.
- (b) The following clauses apply to the Host Organisation if it is a '**contracted service provider**' as defined in the Privacy Act:

- (i) the Host Organisation must not do an act, or engage in a practice, in connection with undertaking this Contract, that would breach an APP if done or engaged in by GRDC as an ‘agency’;
 - (ii) the Host Organisation must not authorise its sub-contractors (if any) to do an act, or engage in a practice in connection with undertaking a sub-contract under this Contract, that would breach an APP if done or engaged in by GRDC as an ‘agency’; and
 - (iii) as soon as reasonably practicable and in any event within three Business Days after becoming aware, the Host Organisation must immediately notify GRDC of any breach of any of the obligations on the Host Organisation or its sub-contractors under this clause 8.3.
- (c) Nothing in this Contract should be taken as authorising the Host Organisation to do or engage in an act or practice that is prohibited under clause 8.3(b).

Note: this is a requirement on GRDC under section 95B of the Privacy Act.

8.4 Responsible conduct of research

The Host Organisation agrees to:

- (a) comply, and ensure compliance by its Personnel, with the [Australian Code for the Responsible Conduct of Research \(Code\)](#) in conducting the Activities;
- (b) notify GRDC promptly on becoming aware of any actual or suspected noncompliance with the Code in connection with the Activities or any of its Personnel; and
- (c) cooperate with any reasonable directions of GRDC in handling any such noncompliance.

8.5 Animals

If the Activities involve the use of animals, the Host Organisation must comply with all requirements set out in the “Australian code of practice for the care and use of animals for scientific purposes” endorsed by the National Health and Medical Research Council, as amended from time to time.

8.6 Gene Technology

- (a) If the Activities involve the use of any Gene Technologies or similar techniques, the Host Organisation must:
 - (i) comply with all applicable State, Territory and Federal Laws relevant to the activity, including the *Gene Technology Act 2000* (Cth) as amended from time to time;
 - (ii) comply with any safety guidelines established from time to time by the Gene Technology Regulator or any other similar body established by the Commonwealth or (as applicable) State or Territory governments;
 - (iii) implement industry best practice stewardship procedures consistent with ‘Excellence Through Stewardship’ guides in force from time to time and available from <http://www.excellencethroughstewardship.org/>; and
 - (iv) immediately notify GRDC on becoming aware of any suspected breach of the requirements in clauses 8.6(a)(i) to (iii) (inclusive) including details of the nature of the breach.
- (b) If the Activities are not intended to involve the use of any Gene Technologies but GM material is inadvertently introduced into the Activities, the Host Organisation must immediately:

- (i) notify GRDC in writing of the GM material and the circumstances surrounding its introduction; and
 - (ii) manage the Activities in accordance with clause 8.6(a) of this Contract and any reasonable directions of GRDC to minimise any negative impacts.
- (c) For the purposes of this clause 8.6:
- (i) **Genetically Modified (or GM)** means an organism where the genome has been manipulated by Gene Technology.
 - (ii) **Gene Technology** means tools and techniques which enable direct manipulation of an organism's genome.

8.7 Environment

The Host Organisation must carry out the Activities in accordance with any relevant environmental legislation and must not (except as fully disclosed to GRDC) adversely affect the environment to a significant extent.

8.8 Defence Trade Controls

If the Activities involve the use of any '**DSGL technology**' (as defined in the *Defence Trade Controls Act 2012* (Cth)), the Host Organisation:

- (a) is responsible for ensuring compliance with the *Defence Trade Controls Act 2012* (Cth) and related export control laws and regulations, including by obtaining any necessary permits or approvals relating to the supply or publishing of DSGL technology in connection with the Activities; and
- (b) must ensure that any DSGL technology made available to GRDC in connection with the Activities is clearly identified as such, and that any restrictions on the use or disclosure by GRDC of that technology under the *Defence Trade Controls Act 2012* (Cth) are disclosed to GRDC in writing.

8.9 Import and export

The Host Organisation is responsible for ensuring compliance with any applicable Laws relating to the import or export of goods, and to cross-border transfers of information, by the Host Organisation in connection with the Activities, including any relevant requirements concerning tariffs, duties, clearances, treatments, chemical registrations and quarantine.

8.10 Anti-bribery and corruption

- (a) In performing its obligations under this agreement, the Host Organisation will comply and ensure its Personnel comply with any applicable Law in force from time to time in the countries in which they operate relating to bribery, corruption and prohibited business practices (including the *Criminal Code Act 1995* (Cth) and equivalent relevant State or Territory legislation).
- (b) The Host Organisation warrants that it and its Personnel and any other persons associated with it:
 - (i) have not been convicted of any offence involving bribery, corruption, prohibited business practices, slavery or human trafficking; and
 - (ii) having made reasonable enquiries, to the best of its knowledge, have not been or are not the subject of any investigation, inquiry or enforcement proceedings by any government

agency regarding any offence or alleged offence of or in connection with bribery, corruption, prohibited business practices, slavery or human trafficking.

8.11 Workplace gender equality

The Host Organisation warrants that, if relevant and applicable, it and its Personnel are compliant with the *Workplace Gender Equality Act 2012* (Cth) (**WGEA**) and that:

- (a) if it or any of its Personnel becomes non-compliant with the WGEA during the Fellowship Term, the Host Organisation must notify GRDC as soon as practicable; and
- (b) compliance with the WGEA does not relieve the Host Organisation from its responsibility to comply with its other obligations under this Contract.

8.12 Fraud

The Host Organisation must take all reasonable steps to prevent and detect any fraud, being dishonestly obtaining a benefit from GRDC or causing a loss to GRDC by deception or other means, in carrying out the Activities.

9 TERMINATION

9.1 Termination by GRDC

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

- (a) the Host Organisation breaches any of its obligations or warranties under this Contract and such breach is not remedied within 14 days after service on the Host Organisation of written notice specifying the breach and requiring its remedy;
- (b) the Fellow breaches any applicable entry visa, permit or approval or applicable Law, or any entry visa, permit or approval required for the Activities is cancelled or withdrawn;
- (c) in the reasonable opinion of GRDC, the Activities are not being carried out by the Fellow with the level of competence and diligence required by or in accordance with this Contract or the Fellow has engaged in any professional misconduct;
- (d) the Host Organisation notifies the GRDC Authorised Representative of any of the matters specified in clause 3.5 or GRDC otherwise becomes aware that any of those matters has occurred;
- (e) the Host Organisation fails to provide reasonable information concerning any administrative, technical or financial matter related to the provision of the Fellowship Funds or the conduct of the Activities in response to a reasonable request from GRDC within 21 days after receipt of a written request for that information from GRDC;
- (f) a Conflict of Interest arises in relation to the Host Organisation or any of its Personnel that cannot be promptly resolved to GRDC's reasonable satisfaction;
- (g) the Home Organisation, Host Organisation or Fellow has been named as a person or organisation under the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2008* on the list of proscribed persons and entities; or

- (h) GRDC forms the view that its support through the Fellowship Funds of the Fellow or the Activities has prejudiced or may prejudice the reputation or interests of GRDC or the Australian grains industry.

9.2 DFAT Clearances

Either Party may immediately terminate this Contract if the Host Organisation does not obtain all DFAT clearances required in connection with this Agreement within 60 days of the Commencement Date.

9.3 Repayment of Fellowship Funds on termination

Within 30 days of expiry or termination of this Contract, the Host Organisation must repay GRDC any Fellowship Funds that have not been expended and are not irrevocably committed for the purpose of conducting the Activities in accordance with this Contract.

10 INSURANCE

10.1 Requirement to maintain Insurance

The Host Organisation must obtain and maintain, and ensure that the Home Organisation obtains and maintains, all insurances appropriate in connection with this Contract and in supervising the conduct of the Activities by the Fellow 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.

10.2 Evidence to GRDC

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

11 GRDC AUTHORISED REPRESENTATIVE

11.1 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.

11.2 Liaison and reporting

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

12 HOST ORGANISATION AUTHORISED REPRESENTATIVE

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

13 NOTICES

13.1 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.

13.2 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)*.

14 DISPUTES

14.1 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.

15 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.

16 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.

17 VARIATION

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

18 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.

19 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.

20 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.

21 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 Fellow or Home Organisation. The Host Organisation must not represent itself and must ensure that the Fellow does not represent themselves, as being employees, partners or agents of GRDC.

22 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), 7 (Confidential Information), 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

Name of witness (print)

Date

Signature of representative

Name of representative (print)

Date

SIGNED as authorised representative for <FULL
LEGAL NAME OF PROVIDER>

In the presence of

Signature of authorised representative

By executing this contract the signatory warrants that the signatory
is duly authorised to execute this contract on behalf of <FULL
LEGAL NAME OF PROVIDER>

Name of authorised representative (print)

Date

Signature of witness

Name of witness (print)

Schedule 1

Item	Topic	Details
1.	Fellow	Name: <Insert name of recipient> Email: <Enter information> Telephone: <Enter information>
2.	Home Organisation	Home Organisation Name: <Enter information> Contact Name: <Enter information> Contact Email: <Enter information> Contact Telephone: <Enter information>
3.	Home Academic Contact	Name: <Enter information> Position: <Enter information> Contact Email: <Enter information> Contact Telephone: <Enter information>
4.	Host Academic Contact	Name: <Enter information> Position: <Enter information> Contact Email: <Enter information> Contact Telephone: <Enter information>
5.	Commencement Date	<Choose date>
6.	Completion Date	<Choose date>
7.	Activities	<Enter information>
8.	GRDC Project No.	<Enter information>
9.	Authorised Representatives	<p>GRDC Name: <Enter information> Position: <Enter information> Email: <Enter information></p> <p>Address for notices Name: <Enter information> Email: <Enter information></p> <p>Host Organisation Legal entity name and ABN: <Full legal name of the Research Organisation> Name: <Enter information> Position: <Enter information> Email: <Enter information></p> <p>Address for notices Name: <Enter information> Email: <Enter information> Telephone: <Enter information></p>

Item	Topic	Details			
10.	Fellowship Funds	Stipend Funds			
		Operating Funds			
		Travel Funds			
		Total Fellowship Funds			
11	Milestones	No.	Description	Due Date	Amount payable (GST exclusive)