| Department of Education  Strategic Research Fund  Funding Deed: [PROJECT TITLE] |
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Details

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| **Department** | Name | The Crown in right of the State of New South Wales acting through the Department of Education (ABN 40 300 173 822) |
|  | Division | Education & Skills Reform |
|  | Address | 105 Phillip Street Parramatta 2150 |
| **Project Reference** | [insert project reference number] | |
| **Department Authorised Officer**  *(refer to clause 12.1 - Notices)* | Name | Chloe Read |
| Position | Deputy Secretary, ESR |
| Address | 105 Phillip Street Parramatta 2150 |
| E-mail | higher.education@det.nsw.edu.au |
| **Administering Organisation** | Name | [insert legal name] ABN [insert] |
| Address | [insert address] |
| **Your Authorised Officer**  *(refer to clause 12.1 - Notices)* | Name | Click here to enter text. |
| Position | Click here to enter text. |
| Address | Click here to enter text. |
| E-mail | Click here to enter text. |
| **Project** | [insert description of project] | |
| **Objectives** | [insert the objectives which must be met by the Grantee in using the Grant in relation to the Project] | |
| **Grant** | A maximum total amount of $[insert] (GST exclusive). The Department will pay the Grant in instalments as outlined in Schedule A of this Deed. | |

Introduction

Education’s Strategic Research Fund aims to improve research collaboration and translation between universities and the government. The Department is seeking to fund research projects that support its priorities and lead to improvements in educational outcomes for people in NSW.

Terms

1. Definitions
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**ARC Funding Deed** means the Deed between you and the Commonwealth of Australia, represented by the Australian Research Council regarding funding for <insert ARC project reference number and Project title>.

**Correctly Rendered Invoice** means an invoice rendered in accordance with the Department’s requirements as advised to you by the Department.

**Deed** means this funding deed document and includes the Details, Terms, and any other schedules, annexures or other documents cross-referenced in this deed.

**Grant** means funds released by the Department as specified in the Details section above**.**

**GST** **Law** means*A New Tax System (Goods and Services Tax) Act 1999.*

**Objectives** has the meaning given in the Details.

**Project** has the meaning given in the Details.

1. Commencement and Term
   1. This Deed will commence on the date that this Deed is executed by both parties (the **Commencement Date**) and, unless terminated earlier in accordance with its terms, will continue until you have completed the Project to the Department’s satisfaction.
2. Your obligations
   1. You must:
      1. ensure the Grant is used only for the approved Project;
      2. ensure that the Project is carried out in accordance with the approved scope to meet the Objectives;
      3. promptly notify the Department if your ARC Funding Deed is terminated; and
      4. comply with all applicable laws and any policies, guidelines and reasonable directions of the Department.
3. Paying the Grant
   1. The Department will pay the Grant on or after the Commencement Date and upon receipt of a Correctly Rendered Invoice.
   2. Subject to clause 4.1, the Department will endeavour to pay Correctly Rendered Invoices within 30 days of receipt by the Department.
4. GST
   1. Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
   2. If:
      1. despite any other provision of this Deed, GST is imposed on a supply you make to the Department under this Deed; and
      2. the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
      3. the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.
   3. You must be registered under the GST Law at the time of making any supply under this Deed on which GST is imposed.
   4. If you are not registered under the GST Law as required under clause 5.3, you will not be entitled to receive any additional amount as provided under this clause 5.
   5. If for any reason the Department pays you an amount under this clause 5 which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.
5. Reporting Requirements
   1. You must provide any reports and other information to the Department which the Department reasonably requires from time to time concerning the Project.
6. Confidential Information
   1. Subject to clause 7.2, each party must maintain the confidentiality of all confidential information it receives from the other party, including the particulars of the Grant, except as otherwise agreed in writing.
   2. The Department may publish the title and a description (including the purpose, outcomes and Objectives) of the Project and the amount of the Grant.
   3. You acknowledge that, under the *Government Information (Public Access) Act 2009* (NSW), the Department may be required to publicly disclose information about this Deed at [https://tenders.nsw.gov.au](https://tenders.nsw.gov.au/).
7. Intellectual Property
   1. You must adhere to an IP policy, approved by your governing body, which has as one of its aims the maximisation of benefits to Australia arising from publicly funded research.
   2. Copyright in any Project application and in all reports provided under this Deed will vest in You at the time of creation but You grant to the Department, or must procure for the Department a permanent irrevocable, royalty free, non-exclusive licence to use and reproduce information contained in a Project application or a report and publish it on a non-profit basis for any purpose.
   3. If a Project application or report contains information belonging to a third party, You must ensure that You have in place all necessary consents sufficient to allow the Department to deal with the information or any report in accordance with this Deed.
   4. You must indemnify the Department and its Indemnitees, against all claims, demands, suits, liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnitees arising out of or in connection with any actual or alleged infringement of a third party’s IP rights.
8. Indemnities
   1. You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a full indemnity basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly as a result of or in connection with: (a) the Grant or the Project; (b) your breach of this Deed; (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed or the Project; (d) any illness, personal injury to, or death of any person caused or contributed to by you, your employees or subcontractors; (e) any loss or damage to real or personal property caused or contributed to by you, your employees or subcontractors; or (f) any infringement by you, your employees or your subcontractors of any intellectual property rights, or privacy rights of the Department or any third party.
9. Termination
   1. The Department may terminate this Deed immediately on written notice to you if:
      1. you breach a provision of this Deed and such breach is not remedied within 30 days’ receipt of a notice from the Department requiring you to do so;
      2. you breach a provision of this Deed and such breach is incapable of remedy; or
      3. your ARC Funding Deed is terminated.
10. Dispute Resolution
    1. If a dispute arises in relation to this Deed (“a **Dispute**”), each party must refer the Dispute to a senior representative for resolution before starting arbitration or court proceedings, except proceedings for urgent interlocutory relief.
11. General
    1. **Notices:** Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing.
    2. **Survival**: The following clauses survive termination or expiry of this Deed: clause 6 (Reporting Requirements), clause 7 (Confidential Information), clause 8 (Indemnities), clause 9 (Termination), this clause 11.2 and any other clause which by its nature is intended to survive this Deed.
    3. **Subcontractors:** You remain fully responsible for the performance of the Project if you subcontract the performance of any part of the Project.
    4. **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.
    5. **Variation**: This Deed may only be varied by agreement in writing, including by an exchange of emails confirming the agreed variation.
    6. **Inconsistency:** If there is any inconsistency between provisions of this Deed then the order of precedence will be as follows: (a) the Details; then (b) these Terms; then (c) any schedules, annexures or other documents cross-referenced in this Deed.
    7. **Negation of employment, partnership or agency:** This Deed does not create a relationship of agency, partnership, and/or employment between the parties. You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.
    8. **Waiver:** If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect. Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
    9. **Assignment**: You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.
    10. **Counterparts**: This Deed may be signed in any number of counterparts which taken together will constitute one instrument.
    11. **Governing Law**: The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.
    12. **Interpretation:** Unless the context requires otherwise, in this Deed: (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details; (b) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time; (c) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions; (d) references to persons include bodies corporate, government agencies and vice versa; (e) references to the parties include references to respective directors, officers, employees and agents of the parties; (f) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it; and (g) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

**Executed as a deed**

| **Department** |  | |
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| Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department of Education** by its authorised signatory but not so as to incur personal liability: | | |
|  |  |  | |
| Signature of Authorised Signatory |  | Signature of Witness | |
|  |  |  | |
| Name of Authorised Signatory |  | Name of Witness | |
| Position of Authorised Signatory |  | Address of Witness | |
|  |  | Date | |
| **You (Authorised Signatory)** | | | |
| By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of **[insert legal name] (ABN [insert ABN])** | | | |
| Signed, sealed and delivered for and on behalf of **[insert legal name] (ABN [insert ABN])** by its authorised signatory: | | | |
|  | | | |
| Signature of authorised signatory |  | Signature of Witness | |
|  |  |  | |
| Name of authorised signatory |  | Name of Witness | |
| Position of authorised signatory |  | Address of Witness | |
|  |  | Date | |

Schedule A – Project timeline and deliverables

| Description of Deliverables | Grant instalment  (excluding GST) | Activity Period | When to send invoice |
| --- | --- | --- | --- |
| Execution of Funding Deed and submission of final **Project Plan** |  | On or before <insert date> | On or after the Commencement Date and following approval by the Department of submission of satisfactory Project Plan |
| Submission of **Interim Report** |  | On or before <insert date> | Following approval from the Department that the Interim Report is satisfactory |
| Submission of **Final Report** |  | On or before <insert date> | Following written approval from the Department that the Final Report is satisfactory |
|  | **Total** |  |  |

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| Objectives of Project (taken from Application) | <<Insert>><<insert>><<insert>><<insert>> |
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