

GREAT BARRIER REEF MARINE PARK AUTHORITY

Science for Management Awards

CONDITIONS OF AWARD

Individuals Attached to Institutions

These conditions are applicable in respect to the Science for Management Awards under which approved projects are carried out in the award year.

PART I: DEFINITIONS

- 1.1 In these conditions, unless the contrary intention appears the following words have the corresponding meanings:
- (a) 'approved project' means a specific piece of research or program of work that has been approved by the Authority for augmentative financial support;
- (b) 'the Authority' means the Great Barrier Reef Marine Park Authority;
- (c) 'award' means an award of financial support provided or to be provided by the Authority to augment an approved project;
- (d) 'award year' means the calendar year in which and for which an award is made;
- (e) 'Institution' means an organisation at which or under the auspices of which an approved project is to be or is being carried out as the context requires;
- (f) 'Researcher' means a person in receipt of an award for the purpose of carrying out an approved project;
- (g) Words of one gender include the other and words of the singular include the plural.
- 2.1 For the purpose of these conditions the Authority accepts the administrative head of the section or department with responsibility for research grants as the responsible officer of the Institution.
- 3.1 All communications from the Researcher to the Authority relating to awards and projects must be directed to the Director, Science Coordination of the Authority.

PART II: AWARD

- 4.1 The award is subject to:
- (a) the Researcher's formal acceptance of the offer of award and the conditions associated with the award; and
- (b) the formal acceptance of such conditions by the Institution.
- 5.1 Acceptance of the offer of an award constitutes a contract between the Researcher, the Institution and the Authority in the terms upon which the award is offered.
- 6.1 An award can only be used for the purposes of the approved project in respect of which it is awarded and must not be used for any other purpose.
- 7.1 An award will be paid to the Researcher through the Institution.
- 8.1 An award may be terminated:
- (a) at any time if, in the opinion of the Authority, the approved project is not being carried out:
- (i) with competence and diligence; or
- (ii) in accordance with the conditions of the award set out herein; or
- (iii) in accordance with provisions of the award letter from the Authority to the Researcher.
- (b) in the event of the death or incapacity of the Researcher and suitable alternative arrangements to the satisfaction of the Authority are not made by the Institution for continuance of the approved project.
- 9.1 Upon termination of an award, residual award moneys which have not been expended by the Researcher shall be refunded to the Authority and may be recovered from the Researcher and/ or Institution as a liquidated debt in any Court of competent jurisdiction.

PART III: APPROVED PROJECTS

- 10.1 An approved project shall be carried out at or under the auspices of the Institution specified in the offer of award.
- 11.1 An award is not transferable to another Institution or to another Researcher within the approved Institution, except with the express permission of the Authority.
- 12.1 The Researcher must:
- (a) furnish reports on the progress of work on the approved project at all times and in such forms as reasonably requested by the Authority; and
- (b) submit to the Authority on or before 31 December of the award year:
- (i) a written report which gives a concise summary of the major findings of the project and their relevance to planning and management of the Great Barrier Reef Marine Park; and
- (ii) an electronic copy of the written report; and
- (iii) any necessary supporting illustrative material on the progress of the approved project; and
- (iv) a financial statement in accordance with Condition 17.1; and
- (c) comply with any request made by the Authority that:
- (i) original research data arising from the project; or
- (ii) an index to such research data available in an approved library or data bank be made available for inclusion in a data bank established or approved by the Authority, subject to copyright conditions applying to national data bank systems; and
- (d) lodge taxonomic material collected for this research in an appropriately curated museum collection and report to the Authority on the location of such material.

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- 13.1 The Authority may use information contained in a progress report, with the consent of the Researcher, that consent not being unreasonably withheld.
- 14.1 Where the Researcher produces or gets published a book, thesis, article, newsletter or other literary or artistic work which relates to the approved project at any time during or after completion of an approved project, the Researcher must:
- (a) acknowledge the support of the Authority in the publication; and
- (b) forward to the Authority a copy of the published material as soon as practicable.
- 15.1 The Researcher must inform the Authority of any invention or process improvement that arises in the course of carrying out the approved project and must not publish in Australia or elsewhere the subject matter of that invention or process improvement without the prior consent in writing of the Authority.
- 15.2 The Researcher and the Institution must comply with or carry out any further conditions or requirements relating to an invention or process improvement or to the publication of the subject matter thereof as may be specified in, or made in accordance with, the offer of award.
- 15.3 Unless a contrary intention is shown, the Authority has a proportionate interest (as calculated in Condition 15.4) in:
- (a) any invention or process improvement that arises during the approved project and which is capable of being protected, developed or exploited; and
- (b) any remuneration or other benefit which may derive from the protection, development or exploitation of that invention or process improvement.
- 15.4 The proportion of interest shall bear a direct relationship to the proportion of funds provided by the Authority towards the total cost of the approved project.
- PART IV: FINANCIAL PROVISIONS**
- 16.1 Awards will be paid in advance upon receipt by the Authority of:
- (a) an endorsement of acceptance from the Researcher of the award and the conditions set out herein; and
- (b) an endorsement of acceptance of the said conditions from the Institution.
- 16.2 Subject to Condition 16.3, moneys allocated to meet the needs of an approved project must be spent in the award year.
- 16.3 Moneys which are not spent in the award year will only be available to a Researcher in the following year where the Authority approves in writing the carrying forward of the unspent moneys.
- 16.4 Moneys which are not spent in the award year and which do not qualify to be carried forwarded under Condition 16.3 must be repaid to the Authority on or before 1 February in the year following the award year and may be recovered from the Researcher and/ or Institution as a liquidated debt in a Court of competent jurisdiction.
- 16.5 The amount paid by the Authority as set out in the Authority's offer of award includes Goods and Services Tax (GST) for supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).
- 16.6 In relation to taxable supplies made under this Agreement, the Institution agrees to issue the Authority with either:
- (a) a tax invoice in accordance with the GST Act; or
- (b) a document satisfying the minimum information requirements set out in the Goods and Services Tax Ruling 2000/ 3 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.
- 17.1 The Researcher must provide a statement:
- (a) of receipts and expenditure stating that all funds paid under the award have been expended solely upon the approved project; and
- (b) showing all moneys were expended in accordance with these conditions and any other conditions made in the letter of offer; and
- (c) endorsed by the responsible officer of the Institution.

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PART V: GENERAL

18.1 The relationship between the Authority and:

- (a) the Researcher;
- (b) the Institution; or
- (c) the employees of either the Researcher or the Institution;

is that of independent contractor and those parties are not employees of the Authority for any purpose whatsoever.

19.1 The Institution must:

at its expense, insure and keep insured all persons engaged by it or by the Researcher in relation to the approved project under all applicable laws relating to workers' compensation and must supply documentary evidence to the Authority as may be required from time to time to evidence such insurance.

19.2 The Institution hereby indemnifies and agrees to keep indemnified the Authority and its servants and agents from all claims, actions, suits, demands, costs or expenses whatsoever arising from either:

- (a) a breach by the Institution or the Researcher of these conditions; or
- (b) an act or omission involving negligence or default on the part of the Institution or its employees and agents or the Researcher in connection with these Conditions.

19.3 The Institution's liability under condition 19.2 will be reduced proportionately by the extent that any act or omission involving fault or neglect on the part of the Authority contributed to the relevant liability, loss, damage or expense.

20.1 The award shall be governed by, and construed in accordance with:

- (a) the law for the time being in force in the State or Territory in which the approved project is to be carried out; or

- (b) the law of that State or Territory in which the Institution is principally based in relation to the carrying out of the approved project, if the work under the award is to a substantial extent to be done in more than one State or Territory.

21.1 Claims by the Institution for payment under the award are to be sent to:

The Director
Science Coordination
Great Barrier Reef Marine
Park Authority
PO Box 1379
TOWNSVILLE QLD 4810