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**Standard Conditions for Project Agreements  
between the  
Commonwealth of Australia  
represented by the  
Australian Centre for International Agricultural Research  
and the  
Commissioned Organisation (International Centre) for SPC  
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Part of Australia's development  
assistance program

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## STANDARD CONDITIONS FOR PROJECT AGREEMENTS BETWEEN ACIAR AND THE COMMISSIONED ORGANISATION

### CHANGE REGISTER

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ACIAR is an Australian Government agency that operates as part of Australia's Aid Program within the portfolio of Foreign Affairs and Trade. It contributes to the aid program objectives of advancing Australia's national interest through facilitating research to underpin poverty reduction and sustainable development.

ACIAR has developed standard conditions which are the foundation of our agreements for the research partnerships it facilitates.

Recent changes to these standard conditions are identified below. This information is provided to assist commissioned organisations to keep up to date with ongoing improvements to ACIAR standard conditions for project agreements. This information will be updated as further substantive changes are made.

Inclusion of a definition of "Works" in clause 1, Interpretation	Jan 05
Replacement of clause 11 Moral Rights with a complete new clause relating to moral rights	Jan 05
Deletion of the words "and hold harmless" from clause 19.1	Mar 07
ACIAR Act amendment as a result of governance changes. ACIAR now enters into this agreement on behalf of the Commonwealth of Australia. Subsequent changes to the agreement.	July 07
Removal of guidelines and proformas for the preparation of annual and final reports. Inclusion of a reference to web based guidelines and proformas.	July 07
Included reference to clause 10.2 in definition of "Works" in clause 1	July 07
Deleted definition of "exploit" in Clause 1	July 07
Clause 10.1: Amended reference to International <i>Treaty</i>	July 07
Clause 10.3: Included wording to Commissioned Organisation warranty on use of background IP	July 07
Clauses 10.2 and 10.8: Deleted "exploit" and included wording on sub-licencing by ACIAR	July 07
Clause 20.2: Included words "unlawful or negligent"	July 07
Clause 20.1: Included words "wilful misconduct"	July 07
Clause 20.2: Included words "and sub-licences"	July 07

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## Standard Conditions for Project Agreements

between the

Commonwealth of Australia represented by the Australian Centre  
for International Agricultural Research (“ACIAR”)

and the

Commissioned Organisation (International Centre)

### THE PARTIES AGREE AS FOLLOWS:

#### Whereas:

*ACIAR has requested certain research services to be carried out and the Commissioned Organisation has agreed to provide the services in order to complete the Project on the terms and conditions of the Project Agreement.*

#### 1. Interpretation

1.1 In these Conditions:

“*Act*” means the Australian Centre for International Agricultural Research Act 1982 *(as amended)*;

“*Annual Report*” means the annual report on the Project to be delivered to ACIAR;

“*Background IP*” means Intellectual Property that is:

(a) in existence prior to the date of this Agreement; or

(b) is brought into existence independently of this Project,

and which is used in, or is otherwise required for the use of, the Project IP;

“*CEO*” means the Chief Executive Officer of ACIAR;

“*Commissioned Organisation*” means the person named as the Commissioned Organisation in the Project Agreement Letter who by executing and returning a duplicate of the Project Agreement Letter to ACIAR has undertaken to provide the

Services in accordance with the Project Agreement;

“*Commonwealth*” means the Commonwealth of Australia;

“*Conditions*” means the terms and conditions set out in this document from clauses 1 to 24;

“*Confidential Information*” means information that is by its nature confidential and:

(a) is designated by a party as confidential; or

(b) the other party knows or ought to know is confidential;

but does not include information which:

(c) is or becomes public knowledge other than by:

(i) breach of this Project Agreement; or

(ii) any other unlawful means;

(d) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party;

(e) has been independently developed or acquired by the other party;

(f) is contained in any clause, provision or Item of, or Schedule or Attachment to, this Project Agreement;

(g) by law is required to be disclosed including under court subpoena,

parliamentary order, under the *Freedom for Information Act 1982* (Cth) or as part of discovery during legal proceedings; or

(h) is required to be disclosed to any government agency, authority, department or Minister, or to any parliamentary committee,

and the burden of establishing any exceptions referred to in paragraphs (c) to (h) above is on the other party;

*“Final Report”* means the final report on the Project which must be delivered to ACIAR;

*“Financial Year”* means the period from 1 July to 30 June of the following year;

*“Intellectual Property”* includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

*“Material”* means any subject matter including documents, equipment, software, goods, information or data stored by any means;

*“Minister”* means the Minister responsible for ACIAR;

*“Moral Rights”* means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship granted to authors under the *Copyright Act 1968* (Cth).

*“month”* means a calendar month;

*“Net Monies Received”* means all monies received by the Commissioned Organisation net of any expenses that are properly paid on an arms-length basis by the Commissioned Organisation in exploiting the Project IP;

*“Parties”* means ACIAR and the Commissioned Organisation;

*“person”* includes a natural person, a body corporate and an unincorporated association;

*“Project”* means the project described in the Project Document and referred to in the Project Agreement Letter;

*“Project Agreement”* means the Project Document, these Standard Conditions for Project Agreements between ACIAR and the Commissioned Organisation (International Centre) and the Project Agreement Letter;

*“Project Agreement Letter”* means the letter forwarded by ACIAR to the Commissioned Organisation offering to enter into an agreement with the Commissioned Organisation to perform the Services on the terms and conditions set out in the Project Agreement;

*“Project Document”* means the document which was provided to ACIAR by the Commissioned Organisation in relation to the Project and which document has been approved by the CEO;

*“Project IP”* means Intellectual Property that is brought into existence by or on behalf of the Commissioned Organisation as a result of performing the Services under this Agreement.

*“Services”* means the tasks to be performed by the Commissioned Organisation as set out in the Project Agreement;

*“Specified Personnel”* means professional, technical, support and administrative staff who have been nominated in the Project Document by the Commissioned Organisation to perform all or part of the Services;

*“Withholding Payment”* means the amount withheld by ACIAR from the final payment for the Services pending receipt of a satisfactory Final Report;

*“Works”* means the copyright material licensed to ACIAR under clauses 10.2 and 10.8.

1.2 Words imputing a gender include any other gender.

1.3 Words in the singular number include the plural and words in the plural number include the singular.

1.4 The Schedules (and annexures if any) form part of this Agreement. In the event of a conflict between the terms and conditions contained in the clauses and any part of a Schedule, then the terms and conditions contained in the clauses shall take precedence. In the event of a conflict between any part of a Schedule and any part of an annexure, then the Schedule shall take precedence.

## **2. Services**

2.1 The Commissioned Organisation shall perform the Services within the period for performing the Services specified in the Project Agreement Letter and the Project Document and in accordance with the Project Agreement.

## **3. Sub-Contracting**

3.1 The Commissioned Organisation shall not, without the prior written approval of ACIAR, sub-contract the performance of any part of the Services. In giving written approval ACIAR may impose such terms and conditions as it thinks fit. The Commissioned Organisation shall comply with any terms and conditions imposed by ACIAR under this clause and any failure to so comply shall entitle ACIAR to terminate the Project Agreement in accordance with clause 17.

3.2 The Commissioned Organisation shall be fully responsible for the performance of the Services notwithstanding that the Commissioned Organisation has sub-contracted the performance of any part of those Services.

3.3 The Commissioned Organisation shall provide a copy of any such sub-contract to ACIAR within 7 days of its execution.

## **4. Term Of Project Agreement**

4.1 The Project Agreement shall commence on the date specified in the Project Agreement Letter.

4.2 The Project Agreement shall expire on the date the Withholding Payment is made by ACIAR unless terminated earlier in accordance with clause 17.

4.3 A Project Agreement may be extended where ACIAR determines that sufficient reason exists to do this and the Parties so agree in writing.

## **5. Payment**

5.1 The total amount of funds payable by ACIAR to the Commissioned Organisation for the Services is the "financial limitation" specified in the Project Agreement Letter.

5.2 In performing the Services the Commissioned Organisation shall not incur expenditure in any period in excess of the funds payable for that period in accordance with clause 5.4 without the prior written approval of ACIAR.

5.3 Unless otherwise agreed by the Parties in writing, ACIAR shall in no way be liable for any additional costs incurred for services performed by the Commissioned Organisation outside the scope of the Services.

5.4 Subject to clause 5.1, in consideration of the performance of the Services by the Commissioned Organisation, ACIAR agrees, subject to appropriation being made by the Parliament of the Commonwealth, to pay from the Australian Centre for International Agricultural Research Official Departmental Account to the Commissioned Organisation:

(a) the funds specified in the Project Document; and

(b) any other costs or funds as may from time to time be agreed in writing between the Parties.

5.5 ACIAR shall pay the Commissioned Organisation six-monthly in advance during the term of the Project Agreement the funds referred to in clause 5.4 in accordance with the budget for the Project set out in the Project Document with the following conditions:

(a) each payment shall only be made following ACIAR's receipt of:

- (i) a satisfactory written report as detailed in clause 5.8, for the previous six month period; and
  - (ii) where required by clause 16.1, a satisfactory Annual Report.
- (b) any funds that are unexpended by the Commissioned Organisation at the expiration of the six month period for which they were allocated shall be carried over for expenditure in the following six month period and the advance made for the following six month period by ACIAR to the Commissioned Organisation shall be reduced accordingly, unless ACIAR approves otherwise in writing.
- 5.6 Notwithstanding clause 5.5, ACIAR shall withhold, from the Commissioned Organisation component of the final six-monthly payment (that is the amount specified in A1 of the budget in the Project Document) a Withholding Payment as follows:
- (a) the sum of \$10,000 where the Financial Limitation is less than or equal to \$400,000; or
  - (b) the sum of \$20,000 where the Financial Limitation is greater than \$400,000;
- pending receipt of a satisfactory Final Report as detailed in clause 16.2. The Withholding Payment shall be made to the Commissioned Organisation within thirty (30) days of ACIAR's acceptance of the Final Report.
- 5.7 The Commissioned Organisation may, without reference to ACIAR, transfer funds payable in respect of a particular item in the budget for the Project to another item. The amount transferred may be 10% or \$10,000 of the total of the particular item in the budget from which the funds are being transferred, whichever is the lesser. Transfers involving larger amounts must not be made without ACIAR's prior written approval.
- 5.8 Where the budget for the Project set out in the Project Document provides for the payment of any funds by the Commissioned Organisation to a Collaborating Institution, the Commissioned Organisation shall pay

those funds six-monthly in advance within seven days after receipt of payment from ACIAR under clause 5.5 during the term of the Project Agreement. Any funds that are unexpended by the Collaborating Institution at the expiration of the six month period for which they were allocated shall be carried over for expenditure in the following six month period and the advance made for the following six month period by the Commissioned Organisation to the Collaborating Institution shall be reduced proportionately, unless ACIAR approves otherwise in writing.

- 5.9 No later than 30 days after the expiration of each six month period for which the funds were allocated ("acquittal period"), the Commissioned Organisation shall provide to ACIAR a written report that includes the following details:
- (a) the amount received from ACIAR for that acquittal period and the amounts expended against each item of the budget in the Project Document;
  - (b) the amount, if any, advanced by the Commissioned Organisation to a sub-contractor;
  - (c) certification by an officer duly authorised by the Commissioned Organisation that the details set out pursuant to paragraph (a) above accurately reflect expenditure which has been incurred against each item for the purposes of the Project.
- 5.10 The report to be provided pursuant to clause 5.9 must be substantially in the form set out at Schedule 1.
- 5.11 The Commissioned Organisation acknowledges it is totally responsible for payment of and accounting to ACIAR for all expenses incurred in performing the Services.
- 6. Negation of employment, partnership and agency**
- 6.1 The Commissioned Organisation shall not by virtue of this Project Agreement be or for any purpose be deemed to be an officer, employee, partner or agent of ACIAR, or as having power or authority to bind or represent ACIAR, and shall not represent

itself, and shall ensure that its officers, employees, agents and sub-contractors do not represent themselves, as such.

## 7. Personnel

- 7.1 The Commissioned Organisation shall provide adequate and competent personnel to perform the Services and shall ensure that they undertake the Services in accordance with the terms and conditions of the Project Agreement.
- 7.2 Subject to clause 7.6 the Commissioned Organisation shall ensure that the Specified Personnel undertake work in respect of the Services in accordance with the terms of this Agreement. Where Specified Personnel are unable to undertake work in respect of the Services, the Commissioned Organisation shall notify ACIAR immediately. The Commissioned Organisation shall, if so requested by ACIAR, provide replacement personnel acceptable to ACIAR at no additional charge and at the earliest opportunity.
- 7.3 Personnel of the Commissioned Organisation (including Specified Personnel) who are undertaking Services in a country of which they are not citizens shall in no way become involved in the political affairs of that country. If, in the opinion of ACIAR such personnel have become involved in the political affairs of such country, ACIAR may require the Commissioned Organisation, at its own cost, to promptly remove the personnel involved from work in respect of the Services and for their replacement with personnel of equal competence approved in writing by ACIAR prior to their appointment.
- 7.4 ACIAR may, on reasonable grounds, give notice requiring the Commissioned Organisation to remove personnel (including Specified Personnel) from work in respect of the Services. The Commissioned Organisation shall at its own cost, promptly arrange for the removal of such personnel from work in respect of the Services and their replacement with personnel acceptable to ACIAR. If the Commissioned Organisation is unable to provide acceptable replacement personnel under this clause 7.4, clause 7.3 or clause 7.2, ACIAR may terminate this Agreement in accordance with the provisions of clause 17.

7.5 The Commissioned Organisation is responsible for arranging travel for and payment of salaries and allowances to its personnel including Specified Personnel from the budget provided for in the Project Document.

7.6 The Commissioned Organisation shall obtain the prior written approval of ACIAR to the appointment of the Specified Personnel or any specialist or scientist to perform the Services, which approval shall not be unreasonably withheld. If ACIAR requests the Commissioned Organisation to provide any of the following information, the Commissioned Organisation shall forthwith provide that information to ACIAR including:

- (a) the full names and date of birth of the proposed person(s);
- (b) a statement which describes the position to be held, the position selection criteria and details of the duration of the proposed appointment; and
- (c) a copy of the *curriculum vitae* of each of the proposed persons which details relevant employment experience and educational qualifications;
- (d) any other information relating to the proposed appointment necessary for or directly related to the Services.

## 8. Travel

8.1 The Commissioned Organisation shall provide prior written notice to ACIAR in accordance with the form at Schedule 2 detailing all visits scheduled to a country involved in the project by its personnel including Specified Personnel and/or sub-contractors. Details of any dependants accompanying the personnel shall also be provided in the notice.

8.2 At the completion of the travel referred to in clause 8.1, the Commissioned Organisation shall provide to ACIAR within thirty days of travel, a trip report that shall include the travel itinerary and information relevant to the monitoring of the Project.

8.3 From time to time Australians are advised for security and safety reasons not to travel to certain countries or areas within

countries. The Commissioned Organisation is responsible for the security and safety of any personnel it engages for the Project and should either make its own enquiries or check the Australian Department of Foreign Affairs and Trade (DFAT) Travel Advices before Project personnel travel. Neither ACIAR nor its officers, employees or sub-contractors accept any responsibility or liability for any injury, loss, damage or expense incurred by personnel of the Commissioned Organisation and/or its sub-contractors, in any circumstances and in particular, who travel in areas where security or safety risks exist or who travel against the advice of DFAT in these matters.

## 9. Project Equipment And Supplies

- 9.1 The Commissioned Organisation shall arrange, from the funds payable by ACIAR to the Commissioned Organisation for the Services, the procurement and delivery of all equipment and supplies that are specified in the Project Document.
- 9.2 The Commissioned Organisation shall exercise administrative control of and maintain and keep equipment and supplies referred to in clause 9.1 in good repair.
- 9.5 Unless otherwise agreed in writing, the Commissioned Organisation shall effect with reputable and substantial underwriters and maintain insurance against all loss or damage to the Project equipment referred to in clause 9.1 until the Services are completed.
- 9.6 Notwithstanding the above, the Commissioned Organisation may undertake self insurance arrangements where ACIAR agrees in writing to such arrangements.

## 10. Intellectual Property

- 10.1 ACIAR and the Commissioned Organisation shall have regard to the provisions of and fulfil all relevant obligations under international arrangements to which Australia is a signatory relating to intellectual property and biological resources including but not limited to:
- the International Treaty on Plant Genetic Resources;

- the FAO trustee arrangements with international agricultural research centres;
- the Convention on Biological Diversity;
- the Agreement on Trade Related Aspects of Intellectual Property rights;
- and the provisions of the International Union for the Protection of New Varieties of Plant.

Transfer and exchange of germplasm by the Commissioned Organisation and/or sub-contractors shall be subject to Materials Transfer and Acquisition Agreements and in accordance with the Convention on Biological Diversity. This clause 10.1 shall be interpreted such that the relevant obligation is that which was in effect at the time of the action in question.

- 10.2 Unless otherwise expressly agreed in writing by the Parties, this Agreement does not affect the ownership of Background IP. The Commissioned Organisation grants to ACIAR or shall secure the grant of a permanent, irrevocable, royalty free, world wide, non-exclusive licence (including a right to sublicense its rights to third parties) to use, reproduce, modify, publish, adapt and communicate to the public Background IP in conjunction with Project IP. Where ACIAR proposes to sub-licence its rights under this clause 10.2, ACIAR will ensure that any sub-licence will be on the same or substantially the same terms and conditions as the licence ACIAR has from the Commissioned Organisation.
- 10.3 The Commissioned Organisation warrants that to its actual knowledge and belief, following all diligent and reasonable enquiries, at the date of this Agreement or the date on which Background IP is first used in the Project (whichever is applicable to the circumstances):
- (a) it is the owner of, or is otherwise entitled to use, the Background IP;
  - (b) it is entitled to grant the licences under clauses 10.2 and 10.8; and
  - (c) the exercise by ACIAR of its rights under clauses 10.2 and 10.8 shall not

- infringe any Intellectual Property rights of any third party.
- 10.4 The Commissioned Organisation shall indemnify, and keep indemnified ACIAR, its officers, employees and agents, from and against any and all liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor/client basis), compensation or expense incurred by them arising out of any action, claim, suit, dispute, or proceeding brought by any third party in connection with the breach of the warranties set out in clause 10.3.
- 10.5 For the purposes of this clause 10, “infringe” and “infringement” means unauthorised acts which would, but for the operation of section 183 of the Copyright Act 1968, constitute an infringement.
- 10.6 The warranties and indemnities contained in this clause 10 shall survive the expiration or termination of the Services.
- 10.7 The Commissioned Organisation shall notify ACIAR of the details of any Intellectual Property created as a result of the performance of the Services. Any notification shall be treated as Confidential Information by ACIAR.
- 10.8 Where ownership of the Project IP vests in the Commissioned Organisation, the Commissioned Organisation grants to ACIAR a permanent, irrevocable, royalty free, world wide, non-exclusive licence (including a right to sublicense its rights to third parties) to use, reproduce, modify, publish, adapt, communicate to the public and exploit that IP. Where ACIAR proposes to sublicense its rights under this clause 10.11, ACIAR will ensure that any sublicense will be on the same or substantially the same terms and conditions as the licence ACIAR has from the Commissioned Organisation.
- 10.9 The Commissioned Organisation agrees that it shall not sub-licence or assign Project IP, without first obtaining the prior written consent of ACIAR, and in giving any such consent ACIAR may impose any conditions as it sees fit.
- 10.10 Where ownership of Project IP vests in the Commissioned Organisation, the

Commissioned Organisation agrees that it shall pay to ACIAR within 30 days of the expiration of 30 June and 31 December 25%, or such percentage as is otherwise agreed, of Net Monies Received by the Commissioned Organisation in the previous six months by way of licence fees, sale price or royalties in relation to such Intellectual Property, and this obligation of the Commissioned Organisation shall continue for a period of twenty (20) years from the commencement of the Project Agreement.

- 10.11 The Commissioned Organisation shall maintain proper books of account which evidence receipt of any licence fees, sale price or royalties payable to it in respect of Project IP and any expenses properly paid in relation thereto and ACIAR shall be granted access to those records at any time upon request. This obligation shall continue for a period of twenty (20) years from the commencement of the Project Agreement.
- 10.12 Where the Commissioned Organisation intends to publish any article or paper of an academic, scientific or technical nature in regard to the Services or the Project, or to place any advertisement requesting applications from persons to perform any part of the Services, any such publication or advertisement must acknowledge the funding and other support provided by ACIAR in regard to the Project.
- 10.13 The Commissioned Organisation may report details of the Project in the non-specialist media provided however:
- (a) it acknowledges the funding and support provided to the Project by ACIAR; and
  - (b) in the event that the subject of the proposed media report is potentially controversial the Commissioned Organisation shall, prior to publication, request the written consent of ACIAR to the publication of any such report, and ACIAR may in its discretion consent or refuse consent to any such publication.

## **11. Moral Rights**

11. ACIAR and the Commissioned Organisation:

- (a) acknowledge the collaborative nature of the Project and the mutual benefit derived by the Parties from the Project;
- (b) acknowledge the existence of Moral Rights conferred on the authors of any Works which are created in carrying out the Project or which exist as part of the Background Intellectual Property;
- (c) will immediately notify the other Party in writing:
  - (i) upon becoming aware of a possible infringement of Moral Rights of an author of any Works referred to in subclause (b); or
  - (ii) upon becoming aware of a claim for infringement of Moral Rights being made against a Party by an author of any Works referred to in subclause (b);
- (d) will, following notice under subclause (c), meet to negotiate in good faith (involving, where possible, the author of the relevant Works) the appropriate steps to resolve the matter to the satisfaction of the Parties and the author.

11.2 This clause shall survive the expiration or termination of the Project Agreement

## **12. Disclosure Of Information**

- 12.1 The Commissioned Organisation shall not, without prior written approval of ACIAR, disclose to any person other than ACIAR, any Confidential Information of ACIAR. In giving written approval, ACIAR may impose such terms and conditions as it thinks fit.
- 12.2 ACIAR shall not, without prior written approval of the Commissioned Organisation, disclose to any person other than the Commissioned Organisation, any Confidential Information of the Commissioned Organisation. In giving written approval, the Commissioned Organisation may impose such terms and conditions as it thinks fit.
- 12.3 Either Party may at any time require the other Party to give and arrange for its employees, officers, agents and sub-contractors to give written undertakings

relating to the non-disclosure of its Confidential Information. The other Party shall promptly arrange for all such undertakings to be given.

12.4 The obligations under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.

12.5 This clause shall survive the expiration or termination of the Project Agreement.

## **13. Coordinator**

13.1 The person designated in the Project Document as the Project Leader, or any person agreed in writing by the Parties to replace that person, shall be responsible for coordinating all the Services to be provided by the Commissioned Organisation and this person shall liaise with ACIAR regularly in regard to the progress of the Project.

## **14. Project Committee**

14.1 ACIAR may establish a Project Committee that shall include a representative of each of the Parties.

14.2 The Project Committee shall advise the Parties in relation to Project matters, and may call for specialised advice on any matter related to the Project.

## **15. Review And Evaluation**

15.1 ACIAR may at any time undertake to review and evaluate the Project.

15.2 ACIAR may within three years of the completion of the Project undertake a review to assess the adoption and uptake of the Project results.

15.3 To facilitate any review pursuant to clauses 15.1 and 15.2 the Commissioned Organisation shall provide any financial, technical or such other information as is required by ACIAR and shall at all reasonable times permit persons authorised by ACIAR to have access to the premises upon which the Services are being or have been performed.

## 16. Report

- 16.1 The Commissioned Organisation shall provide ACIAR with Annual Reports by 31 May each year until the final year. If the project has been active for five months or more on 31 May, an Annual Report is required to be submitted. These reports must be prepared in accordance with the Guidelines that are current at the time of preparation of the report. The Guidelines are available on the ACIAR website ([www.aciar.gov.au](http://www.aciar.gov.au)). The Annual Report for the final year (or part year) of the Project should be subsumed into the Final Report.
- 16.2 Upon the completion of the Project in accordance with the Project Agreement, the Commissioned Organisation shall provide ACIAR with a Final Report that must be prepared in accordance with the Guidelines that are current at the time of preparation of the Final Report. The Guidelines are available on the ACIAR website ([www.aciar.gov.au](http://www.aciar.gov.au)). The Final Report is due within 60 days of the completion of the Project.

## 17. Termination

- 17.1 In the event of acts of God, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy or terrorism, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, industrial dispute, transportation embargo or failure or delay in transportation that render the performance of the Services impracticable or impossible either Party may, upon providing a minimum of three (3) calendar months written notice to the other, terminate the Project Agreement.
- 17.2 In addition to clause 17.1, ACIAR may at any time by written notice, terminate the Project Agreement, or reduce it in scope. If the Project Agreement is terminated under clause 17.1 or 17.2, ACIAR shall be liable only for:
- (a) payments under the payment provisions of the Project Agreement for Services rendered before the effective date of termination; and
  - (b) subject to clauses 17.3, 17.4 and 17.5 any reasonable costs incurred by the Commissioned Organisation and

directly attributable to the termination or partial termination of the Project Agreement.

- 17.3 Upon receipt of a notice of termination the Commissioned Organisation shall:
- (a) stop work as specified in the notice;
  - (b) take all available steps to minimise loss resulting from that termination and protect the Material; and
  - (c) continue work on any part of the Services not affected by the notice.
- 17.4 In the event of a reduction in scope, ACIAR's liability to provide funds under the Project Agreement shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.
- 17.5 ACIAR shall not be liable to pay compensation in an amount that would, in addition to any amounts paid or due, or becoming due, to the Commissioned Organisation under the Project Agreement, together exceed the funds set out in the Project Agreement. The Commissioned Organisation shall not be entitled to compensation for loss of prospective profits.
- 17.6 If the Commissioned Organisation fails to fulfil or is in breach of any of its material obligations under the Project Agreement and does not rectify the omission or breach after receiving fourteen (14) days notice in writing from ACIAR to do so, ACIAR may terminate the Project Agreement by giving written notice to the Commissioned Organisation of the termination which is effective immediately.

## 18. Insurance

- 18.1 The Commissioned Organisation shall, for so long as any obligations remain in connection with the Project Agreement, effect and maintain with reputable and substantial underwriters the following insurance:
- (a) adequate insurance against claims by third parties resulting from negligent acts performed by the Commissioned Organisation in carrying out the Services; and

- (b) adequate travel and medical insurance for any domestic and international travel undertaken on behalf of the Project by its personnel including Specified Personnel.
- 18.2 Within 14 days of a written request from ACIAR, the Commissioned Organisation must provide ACIAR with a copy of any insurance policy (or related Certificates of Currency) effected in accordance with this requirement and of all receipts for payments of premiums.
- 18.3 Notwithstanding the above, the Commissioned Organisation may undertake self insurance arrangements where ACIAR agrees in writing to such arrangements.
- 18.4 ACIAR undertakes no responsibility in respect of loss or damage to Project equipment or supplies or in respect of any life, accident, travel or any other insurance coverage that may be necessary or desirable for the personnel or sub-contractors of the Commissioned Organisation or for the dependants of any such persons as may travel for the purposes of the Services.

## **19. Indemnity**

- 19.1 The Commissioned Organisation shall indemnify ACIAR, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person where such loss or liability was caused by any wilful misconduct or unlawful or negligent act or omission of the Commissioned Organisation, its officers, employees, agents or sub-contractors in connection with the Services.
- 19.2 The Commissioned Organisation's liability to indemnify ACIAR under clause 19.1 shall be reduced proportionally to the extent that any act or omission of ACIAR or its officers, employees, agents or sub-licencees contributed to the loss or liability.
- 19.3 The indemnity referred to in clause 19.1 shall survive the expiration or termination of the Services.

## **20. Waiver**

- 20.1 A waiver by either Party in respect of any breach of a condition or provision of the Project Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either Party to enforce any of the provisions of this Project Agreement at any time shall in no way be interpreted as a waiver of such provisions.

## **21. Applicable Law**

- 21.1 The Project Agreement shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory.
- 21.2 The Commissioned Organisation shall ensure that in carrying out the Services it complies with the laws from time to time in force in the Australian State or Territory or in the country in which the Services, or any part thereof, are to be carried out.

## **22. Authority**

- 22.1 Any and all rights, powers, authorities and discretions expressed in the Project Agreement or in the specifications to be conferred upon or vested in ACIAR may be exercised by any person designated for that purpose by the Minister.

## **23. Variation To The Project Agreement**

- 23.1 Variations to the Project Agreement shall be made by means of a Letter of Variation signed for and on behalf of the Parties to the Project Agreement.

## **24. Dispute Resolution**

- 24.1 Subject to clause 24.4, before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle by negotiation any dispute in relation to the Project Agreement including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.

- 
- 24.2 If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.
- 24.3 Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under the Project Agreement.
- 24.4 A Party may commence court proceedings relating to any dispute arising from this Project Agreement at any time where that Party seeks urgent interlocutory relief.
- 24.5 This clause shall survive the expiration or termination of the Project Agreement.

# Schedule 1

## ACIAR Acquittal

**Commissioned Organisation:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Period - half year beginning:** \_\_\_\_\_

**Set out below is a statement of receipts and expenditure:**

**A Receipts:**

Carried Forward (unacquitted from previous period) \_\_\_\_\_

Funds brought forward from previous period (uncommitted carryover) \_\_\_\_\_

Funds brought forward from previous period (committed carryover) \_\_\_\_\_

Total advance received for this period \_\_\_\_\_

**TOTAL**

**0.00**

**B Less Expenditure:**

Commissioned organisation \_\_\_\_\_

Australian collaborator (1) \_\_\_\_\_

Australian collaborator (2) \_\_\_\_\_

Country (1) \_\_\_\_\_

Country (2) \_\_\_\_\_

Country (3) \_\_\_\_\_

**TOTAL**

**0.00**

**C Progress variation (carryover) carried over:** \_\_\_\_\_

**0.00**

Committed (details attached) \_\_\_\_\_

Uncommitted \_\_\_\_\_

**0.00**

**OR if the project is overspent**

Project is overspent by: \_\_\_\_\_

(Progress variation (carryover) to be carried over to next period) \_\_\_\_\_

**Comments**

I certify that the expenditure shown above has taken place and is correct.

**Prepared by:** \_\_\_\_\_

(Name)

**Signed\* and dated:**

\_\_\_\_\_  
(Authorised Officer)

\_\_\_\_\_  
(Date)

*\*If emailing please print name*

**Post to:**

Relevant program area in ACIAR, GPO Box 1571, Canberra ACT 2601

*(continued over page)*

**Acquittals due:**

at the end of each six-month payment period

*Please provide information explaining any variations of expenditure from budget allocations.*

		<b>Committed this period</b>	<b>Committed next period</b>
<b>Example</b>	Travel	\$10,000	5,000.00

		<b>Committed this period</b>	<b>Committed next period</b>
	Personnel		
	Supplies and Services		
	Travel		
	Capital		
	Infrastructure		
	Other		
	<b>Total</b>	<b>\$0</b>	<b>0.00</b>

**Comments:**

## Schedule 2

### Travel Advice Note

#### AUSTRALIAN CENTRE FOR INTERNATIONAL AGRICULTURAL RESEARCH

This form is used to provide details to the ACIAR Country Office of a visit by ACIAR funded Project personnel. The completion of this Travel Advice is essential to the maintenance of harmonious relations between partner countries, ACIAR and commissioned organisations. Email completed form at least **six weeks** ahead of travel to the relevant Research Program Area.

All trips should be registered on [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au).

**Traveller's Organisation:**

**Person/s Travelling:**

*(list names if more than one person with the same itinerary)*

I have registered this trip with Smarttraveller:

Yes [  ] No [  ]

**Mobile Phone No/s:**

**Proposed Travel:**

Country	Region/ City/Town	Flights	Date from	Date to	Hotel	Phone/Fax <i>(include country codes)</i>

**Reasons for Travel:**

<b>Program:</b>		<b>Project No.&amp; Title:</b>	
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**Purpose of travel:** *(include names of institutions and personnel to be visited)*

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Australian Centre for International Agricultural Research GPO Box 1571 Canberra City ACT 2601

Ph 02 6217 0500 Fax 02 6217 0501