

Dated:

**Victorian Building Authority
trading as Building and
Plumbing Commission
Research Grant Program
Funding Agreement**

**VICTORIAN BUILDING AUTHORITY TRADING AS BUILDING AND PLUMBING
COMMISSION**

and

THE ENTITY NAMED IN ITEM 3 OF SCHEDULE 1

REFERENCE ONLY

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RGP Funding Agreement

DATED

BETWEEN

VICTORIAN BUILDING AUTHORITY TRADING AS BUILDING AND PLUMBING COMMISSION (ABN 78 790 711 883) being a body corporate established under the *Building Act 1993* (Vic) of 733 Bourke Street, Docklands Victoria 3008

(BPC)

AND

THE ENTITY NAMED IN ITEM 3 OF SCHEDULE 1

(Grantee)

RECITALS

- A. The BPC is the statutory authority responsible for administering legislation, including the *Building Act 1993* (Vic) and the *Building and Construction Industry Security of Payment Act 2002* (Vic).
- B. The BPC has agreed to grant or arrange the granting of the Funding to the Grantee for the Project subject to the terms and conditions set out in this Agreement.

THIS AGREEMENT WITNESSES

1. DEFINITIONS

In this Agreement, unless expressed or implied to the contrary:

Adjustment has the same meaning given to that term in the GST Act;

Adjustment Note has the same meaning given to that term in the GST Act;

Agreement means this agreement between the BPC and the Grantee (including the Schedules);

Application means the Grantee's application to the BPC, if any, for the Funding and attached as Schedule 5;

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authority means a government or governmental, semi-governmental or judicial entity or authority.

Background IP has the meaning given to that term in clause 10.1.1.

Business Day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a day that is wholly or partly observed as a public holiday throughout Victoria;

Commencement Date means the commencement date of this Agreement specified in Item 1 of Schedule 1;

Conflict Direction has the meaning given to that term in clause 11.3.2;

Conflict Notice has the meaning given to that term in clause 11.3.1;

Conflict of Interest means an actual or potential conflict of interest, or a conflict of interest that could reasonably be perceived to exist, between the Grantee and the BPC in relation to the performance of the Grantee's obligations under this Agreement;

Consideration means consideration payable under this Agreement in return for a Taxable Supply, but does not include any amount on account of GST;

Delay means any potential or actual incident, circumstance or event of any nature, which affects or is likely to affect the progress or timings of or delivery of the Project.

Developed Material means any material, technology, software, reports, results, processes, plans, discoveries, inventions, Intellectual Property Rights or other material (whether in electronic or material form) developed by the Grantee or on the Grantee's behalf in connection with the performance of the Project activities and excludes any Background IP.

Dispute has the meaning given to that term in clause 17.1;

Document means all material stored by any means and produced or used by the Grantee which is relevant to the application of the Funding for the Project including drawings, specifications, sketches, plans, designs, estimates, calculations, reports, models, computer source codes, articles, equipment, information, files and data, and any direction or agreement recorded in writing modifying or clarifying any matter relating to this Agreement;

Form of Acknowledgement means the form in which the Grantee must acknowledge the BPC in all publications produced in connection with the Funding, in accordance with clause 4.6.1, if and as set out in Schedule 1;

Funded IP has the meaning given to that term in clause 10.1.2;

Funding means the funding to be granted by the BPC to the Grantee in accordance with clause 4.1 and otherwise on the terms and conditions of this Agreement;

Grantee's Associate means any member, director, officer, employee, contractor, consultant or agent of the Grantee, who is associated with the subject matter of this Agreement;

GST has the same meaning given to that term in the GST Act;

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

GST Amount has the meaning given to that term in clause 5.2;

Health and Safety Laws means all workplace, health and safety related Laws, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards applying where the Project is being performed and includes the OH&S Act and OH&S Regulations.

Industry Best Practice means in any circumstance the exercise of the degree of skill, care, prudence and foresight reasonably to be expected in those circumstances of skilled and experienced first tier providers of deliverables of the same kind as the Project activities in Australia.

Input Tax Credit has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act;

Intellectual Property or **IP** means all copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks) and registered designs, trade secrets and know how, and all other intellectual or intangible property connected with this Agreement;

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, database rights, rights in circuit layouts, plant breeder's rights, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- b) any application or right to apply for registration of any of these rights;
- c) any registration of any of those rights or any registration of any application referred to in paragraph b); and
- d) all renewals, divisions and extensions of these rights.

Key Personnel has the meaning given to that term in clause 3.6.1.1;

Law means:

- a) principles of law or equity established by decisions of courts;
- b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that has the force of law.

Loss means any loss, damage, cost or expense.

Milestone means a milestone, as set out in Schedule 3, that consists of one or more deliverable(s);

Milestone Acceptance Criteria has the meaning given to that term in clause 4.2.3, and as contained in Schedule 4;

Moral Right has the meaning given to that term in the *Copyright Act 1968* (Cth) as amended from time to time, and includes a right of a similar nature anywhere in the world;

OH&S Act means the *Occupational Health and Safety Act 2004* (Vic).

OH&S Regulations means the *Occupational Health and Safety Regulations 2017* (Vic).

Policies and Procedures means the policies and procedures made available by the BPC to the Grantee from time to time (as amended, updated or replaced by the BPC).

Project has the meaning given to that term in Item 5 of Schedule 1 and additional activities which can reasonably be discerned from the Application in Schedule 5;

Project Plan has the meaning given to that term in clause 3.1.3, and as contained in Schedule 2;

Recipient has the same meaning given to that term in the GST Act;

Relevant Expense has the meaning given to that term in clause 5.4;

Relevant Legislation means:

- (a) any Act, regulation, rule, ordinance, proclamation, by-law or similar statutory instrument, whether Commonwealth, State, local or other duly constituted authority; and
- (b) the lawful requirements of public, municipal and other competent authorities in any way affecting or applicable to this Agreement;

Report has the meaning given to that term in clause 8.1;

Resources has the meaning given to that term in clause 9.1;

Supply has the same meaning given to that term in the GST Act;

Supplier means the entity making a Supply to the Recipient;

Supplier Code of Conduct means the current version of the Victorian State Government's Supplier Code of Conduct issued under section 54L of the *Financial Management Act 1994* (Vic), as amended or updated by the Victorian State Government from time to time.

Suspension Notice has the meaning given to that term in clause 13.1;

Suspension Start Date has the meaning given to that term in clause 13.2.2;

Tax Invoice has the same meaning given to that term in the GST Act;

Taxable Supply has the same meaning given to that term in the GST Act; and

Term means the period specified as the term of this Agreement in Item 4 of Schedule 1 or such lesser period if this Agreement is terminated earlier in accordance with clause 14.

BPC's Representative has the meaning given to that term in clause 6.1.1.

2. TERM OF AGREEMENT

This Agreement commences on the Commencement Date and continues for the Term.

3. PROJECT PLANNING AND CONDUCT

3.1 Project Plan

3.1.1 The Grantee must submit to the BPC a draft plan for the Project within 15 Business Days of the Commencement Date (or a date agreed by the parties in writing).

3.1.2 Within 10 Business Days of receiving the draft plan (or a date mutually agreed by the parties in writing), the BPC may, at its absolute discretion:

3.1.2.1 approve the draft plan; or

3.1.2.2 if it is not satisfied as to the contents of the draft plan, direct the Grantee to revise and resubmit the draft plan within the time specified by the BPC.

3.1.3 The approved plan (**Project Plan**) will be incorporated into this Agreement as Schedule 2, and form part of this Agreement.

3.1.4 To the extent that a Project Plan was approved prior to the Commencement Date, the Project Plan will be incorporated into this Agreement in accordance with clause 3.1.3 and otherwise be governed by this Agreement.

3.2 Revision of Project Plan

3.2.1 In addition to any material changes under clause 3.3, the Grantee must, if requested to do so by the BPC, review and update the Project Plan and must submit a proposed updated Project Plan to the BPC within the time specified by the BPC.

3.2.2 If the BPC is not satisfied with the revised Project Plan, the BPC may suspend the Funding in accordance with clause 13.

3.3 Changes to Project

3.3.1 If the Grantee expects or requires material changes to the Project and/or expenditure of the Funding, the Grantee must:

3.3.1.1 have the change(s) approved in writing by the BPC;

- 3.3.1.2 develop and revise the relevant item(s) in the Project Plan, in consultation with the BPC, to take into account the change(s);
 - 3.3.1.3 submit a revised Project Plan to the BPC within 25 Business Days of agreement on any change(s); and
 - 3.3.1.4 ensure that any revision to the Project Plan is approved internally by the Grantee, and by the BPC, before the change(s) occur(s).
- 3.3.2 If the BPC does not approve the revised item(s) in the Project Plan and the Grantee does not comply with the Project Plan in the form approved by the BPC, the BPC may suspend Funding in accordance with clause 13.

3.4 Warranties

- 3.4.1 In consideration of the Funding, the Grantee warrants it must:
 - 3.4.1.1 conduct the Project to the highest professional standards, in accordance with Industry Best Practice, using all due skill, diligence and care and otherwise in accordance with this Agreement and any applicable Laws;
 - 3.4.1.2 perform the Project in a timely and professional manner in accordance with all Laws and this Agreement using appropriately trained and experienced Key Personnel;
 - 3.4.1.3 ensure the Project activities delivered in the Project Plan will be fit for purpose;
 - 3.4.1.4 ensure any Intellectual Property under this Agreement will not infringe the Intellectual Property Rights of any third party;
 - 3.4.1.5 ensure the Project activities will meet the requirements under this Agreement;
 - 3.4.1.6 enter into this Agreement in reliance on its own investigations and enquiries and does not rely on any information or documentation provided by or on behalf of the BPC other than as expressly set out in this Agreement;
 - 3.4.1.7 in performing its obligations under this Agreement strictly comply with all Health and Safety Laws; and all directions from the BPC regarding the BPC's safety management system.
 - 3.4.1.8 ensure it complies, and will during the Term comply, with the Supplier Code of Conduct;
 - 3.4.1.9 ensure it has policies and procedures in place designed to ensure that it and its Key Personnel at all times comply with the Health and Safety Laws;
 - 3.4.1.10 ensure all Key Personnel employed in the Project will comply with the requirements of the Agreement;

- 3.4.1.11 not subcontract with any suppliers that will bring the reputation of the BPC into disrepute;
- 3.4.1.12 while on premises owned or controlled by the BPC, comply with the BPC's lawful directions and the BPC's Policies and Procedures;
- 3.4.1.13 assume all responsibility for conducting the Project activities substantially and materially in accordance with the Project Plan, including by ensuring that the establishment and management of the activities detailed in the Project Plan adheres to the timelines specified in the Project Plan and Schedule 3;
- 3.4.1.14 meet any other reasonable requests of the BPC in relation to the Project Plan, having regard to existing resources and timelines; and
- 3.4.1.15 assume all financial responsibility and meet all costs and general operating expenses in connection with the Project.

3.4.2 The Grantee acknowledges and agrees that:

- 3.4.2.1 the BPC will not be held responsible for any losses or cost overruns incurred in relation to any components of the Project; and
- 3.4.2.2 it has sole responsibility for actions and the performance of persons authorised by the Grantee or otherwise engaged to participate in any components of the Project activities.
- 3.4.2.3 the warranties given by the Grantee in this Agreement are given with effect on the date of this Agreement and at all times during the Term.
- 3.4.2.4 the BPC has entered into this Agreement in reliance on the warranties given by the Grantee in this Agreement.
- 3.4.2.5 nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable Law that cannot be excluded, restricted or modified by agreement.

3.5 Indemnity

- 3.5.1 The Grantee will indemnify and will continue to indemnify, defend and hold harmless the BPC and its officers, employees, contractors and agents (**Indemnified Parties**) from and against all claims, proceedings, liabilities, Losses (including reasonable legal costs and any Losses incurred or sustained in connection with a third party claim), awards and expenses arising out of:
 - 3.5.1.1 a breach or non-performance of this Agreement by the Grantee or the Grantee's Key Personnel, including a breach of any warranty contained in clause 3.4;
 - 3.5.1.2 any breach of Law by the Grantee or the Grantee's Key Personnel;

- 3.5.1.3 any wrongful, wilful or negligent act or omission by the Grantee or the Grantee's Key Personnel;
- 3.5.1.4 any personal injury or death of any person caused or contributed to by the Grantee or the Grantee's Personnel;
- 3.5.1.5 any loss of or damage to any tangible property caused or contributed to by the Grantee or the Grantee's Key Personnel; or
- 3.5.1.6 any allegation by a third party that the Developed Material, the Background IP, or the Project activities infringe that third party's Intellectual Property Rights, subject always to clause 3.5.2.
- 3.5.2 The Grantee's obligation to indemnify an Indemnified Party under clause 3.5.1 will be reduced proportionally to the extent that a negligent act or omission of, or breach of this Agreement, by the Indemnified Party has contributed to the Loss.
- 3.5.3 Any indemnity payment payable by the Grantee to an Indemnified Party under clause 3.5.1 shall be payable immediately upon demand.
- 3.5.4 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and does not limit any other right of an Indemnified Party or require an Indemnified Party to incur expense or make payment before enforcing the right of indemnity.
- 3.5.5 The Grantee acknowledges and agrees that any indemnity under this Agreement in favour of an Indemnified Party other than the BPC is held on trust by the BPC and may be enforced or recovered by an Indemnified Party in any manner acceptable to the BPC and the Indemnified Party.
- 3.5.6 Despite clause 3.5.1.6, if a claim, demand, suit or action is made by a third party alleging the BPC's possession or use of the Project activities (or any part thereof) infringes that third party's Intellectual Property Rights, the Grantee will at the Grantee's own expense and option either:
 - 3.5.6.1 modify or replace the Project activities (or the infringing part thereof) so that it becomes non-infringing without adversely affecting the capability of the Services or Deliverables; or
 - 3.5.6.2 procure for the BPC the right to continue to use the Project activities.

3.6 Project personnel

- 3.6.1 The Grantee will ensure that:
 - 3.6.1.1 the Grantee's personnel listed in the Project Plan and any Personnel approved by the BPC under clause 3.6.6 (**Key Personnel**) will undertake the Project for the Term;
 - 3.6.1.2 the Key Personnel will have and use the specific skills, qualifications and experience required to deliver the Project;

- 3.6.1.3 the Key Personnel will act with all proper diligence and in good faith, and in a manner which is consistent with the Grantee's obligations under this Agreement; and
 - 3.6.1.4 the Key Personnel will comply with all the Grantee's obligations under this Agreement.
- 3.6.2 The Grantee may not remove or replace any Key Personnel without the BPC's written approval, which shall not be unreasonably withheld.
- 3.6.3 The BPC may reasonably request that the Grantee withdraw any of the Key Personnel from undertaking any part of the Project. On receiving the request, the Grantee must, as soon as practicable, arrange for that person to cease being involved in the Project.
- 3.6.4 If any of the Key Personnel are unable to undertake or continue undertaking the Project, the Grantee must notify the BPC in writing as soon as practicable.
- 3.6.5 The BPC may request that the Grantee replace any Key Personnel withdrawn under clause 3.6.3, or who is unable to undertake or continue undertaking the Project under clause 3.6.4. On receiving the request, the Grantee must, as soon as practicable, replace the person with another person of suitable ability and qualifications, in accordance with clause 3.6.1.
- 3.6.6 The Grantee must not subcontract the performance of any of its obligations under this Agreement without prior written approval from the BPC.

3.7 Delays

- 3.7.1 If the Grantee becomes aware of an actual or potential Delay, without prejudice to any other right or remedy of the BPC:
 - 3.7.1.1 the Grantee must as soon as practicable inform the BPC in writing of the Delay (**Delay Notice**);
 - 3.7.1.2 if requested by the BPC, the parties must meet 1 Business Day (or other timeframe specified by the BPC) after the provision of the Delay Notice to discuss how the Grantee will overcome the Delay; and
 - 3.7.1.3 as soon as practicable, but in any event no more than 3 Business Days after the provision of the Delay Notice, the Grantee must provide the BPC with Information about the Delay in writing, detailing at a minimum:
 - A. a description and the material circumstances of the Delay including the cause or causes;
 - B. the nature and extent of the Delay;
 - C. the potential cost impact to the BPC of the Delay;
 - D. any corrective action already undertaken;
 - E. any actual or potential impact on the Project; and

- F. any proposed workaround or steps that will be taken to mitigate against the Delay, and the timelines for implementation of that workaround or those steps.

3.7.2 The Grantee must:

- 3.7.2.1 use best endeavours to mitigate or minimise the effect of a Delay on the BPC and the delivery of the Project (including the use of a workaround);
- 3.7.2.2 prepare and submit regular update reports (as required by the BPC) in relation to the Delay and the status of remedial efforts in relation to the Delay; and
- 3.7.2.3 assemble and preserve pertinent Information with respect to the Delay and the efforts to mitigate it.

3.8 Consequences of a Delay

The Grantee must meet all costs incurred by both parties in connection with a Delay in relation to the Project caused by an act or omission by the Grantee or on the Grantee's behalf.

4. FUNDING

4.1 Time and place for Funding

Subject to the Grantee complying with the terms of this Agreement, the BPC grants and will pay the Funding to the Grantee at the times and in the manner specified in Schedule 3 and in accordance with the terms of this Agreement.

4.2 Milestones

- 4.2.1 This clause 4.2 applies if 'Milestone funding' is selected as the payment option under Schedule 3.

- 4.2.2 The payment, by the BPC, of each Funding instalment, as set out in Schedule 3, is conditional on the Grantee:

- 4.2.2.1 providing verification to the BPC that the Milestone for the relevant Funding instalment has been completed, achieved or delivered by the relevant due date; and

- 4.2.2.2 achieving, to the BPC's satisfaction, of the relevant Milestone.

- 4.2.3 In relation to clause 4.2.2, Schedule 4 sets out the criteria (**Milestone Acceptance Criteria**) that BPC will apply to determine whether the Grantee has achieved a Milestone. For the avoidance of doubt, BPC will have full discretion in applying the Milestone Acceptance Criteria and determining whether any compliance report submitted by the Grantee under clause 4.2.2.1 meets the requirements of the Agreement.

- 4.2.4 If the Grantee expects or requires material changes to the due date of any Milestone, the Grantee must propose a new due date and have it approved in writing by the BPC.

4.3 Expenditure of funds

The Grantee must only apply the Funding strictly for the Project and no other purpose or mixed purposes.

4.4 Accuracy of information

- 4.4.1 The Funding is subject to the condition that the information contained in the Application is accurate and not misleading.
- 4.4.2 For the purpose of clause 4.4.1 fictitious track records, inflating funds obtained from other sources and false claims as to the publication of any material will be deemed to be inaccurate and misleading.
- 4.4.3 The BPC may terminate this Agreement under clause 14.1 where the BPC reasonably anticipates that information contained in the Application is not accurate or is misleading (whether intentionally or recklessly so).

4.5 Grantee's acknowledgments

The Grantee acknowledges and agrees that:

- 4.5.1 the Funding does not constitute a gift from the BPC to the Grantee but is a grant and accommodation being provided by the BPC to the Grantee on the terms and conditions of this Agreement;
- 4.5.2 the BPC has made no commitment to grant any further funding, additional to the Funding, to the Grantee; and
- 4.5.3 any expenditure incurred by the Grantee additional to the Funding is the responsibility of the Grantee and the BPC will not reimburse the Grantee for any such expenditure in any circumstances.

4.6 Publication of research

- 4.6.1 The Grantee must acknowledge the BPC in all publications produced in connection with the Funding by displaying the BPC's Form of Acknowledgement set out in Item 6 of Schedule 1. If no Form of Acknowledgement is set out, then the Grantee must, at a minimum, state in a prominent way in each publication that funding was provided by the BPC for that research but that the BPC is not taken to have endorsed the contents of the publication.
- 4.6.2 The Grantee must notify the BPC of any intention to publish, or submit to a third party to publish, a publication produced in connection with the Funding, along with relevant details including the intended date of publication, and submit to the BPC a copy of the proposed publication at least 35 Business Days prior to the intended publication date.
- 4.6.3 On receiving the Grantee's notice and a copy of the proposed publication under clause 4.6.2, the BPC may at any time prior to the intended publication date:

- 4.6.3.1 review and make any comments as to the publication;
 - 4.6.3.2 propose an alternative date to publish, or submit to a third party to publish, the publication, to which the Grantee may not unreasonably reject; or
 - 4.6.3.3 provide its consent to the Grantee to publish, or submit to a third party to publish, the publication on either the intended publication date, or the date of submission to the third party, whichever is earlier.
- 4.6.4 If the BPC fails to provide its consent or comments, or propose an alternative publication date under clause 4.6.3 by the intended publication date or the date of submission to the third party, it will be deemed to have provided its consent.
- 4.6.5 For the avoidance of doubt, the BPC is not taken to have waived and is not precluded from exercising any of its powers or rights under this Agreement, including but not limited to those with respect to confidentiality, if it provides its consent under clause 4.6.3 or is deemed to have provided its consent under clause 4.6.4.
- 4.6.6 The BPC may publicise its Funding, including the amount or value of or any part of the Funding, as well as of any publications produced in connection with the Funding and this Agreement.

4.7 Promotion of Funding

The Grantee must promote the use of the Funding in accordance with Item 7 of Schedule 1 and must not promote it in any other way unless the BPC has given prior written consent to that form of promotion and related materials, representations or statements.

4.8 In-kind support

The BPC will use all reasonable endeavours to provide in-kind support to the Grantee as set out in Item 8 of Schedule 1.

5. GST

5.1 GST

Except as otherwise provided by this clause 5, all Consideration payable under this Agreement in relation to any Supply is exclusive of GST.

5.2 Increase in Consideration

To the extent that any Supply under this Agreement constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST (**GST Amount**), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

5.3 Payment of GST

Any GST Amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Agreement, without any right of set-off or deduction (unless otherwise provided in this Agreement).

5.4 Reimbursements

If this Agreement requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier (**Relevant Expense**), the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

5.5 Tax Invoice

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

5.6 Adjustments and Adjustment Notes

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

6. BPC'S REPRESENTATIVE

6.1 Appointment

6.1.1 The BPC may appoint a representative (**BPC's Representative**) to exercise the duties, discretions and powers vested in the BPC arising out of or in any way connected with this Agreement. The BPC may nominate in Item 9 of Schedule 1 who will be the BPC's Representative.

6.1.2 The appointment of a BPC's Representative will not prevent the exercise of any duty, discretion or power by the BPC and the BPC may, at any time, cancel the appointment and nominate another person as the BPC's Representative by written notice to the Grantee.

6.2 Functions of BPC's Representative

6.2.1 The BPC's Representative will carry out its functions as an agent of the BPC.

6.2.2 Except where this Agreement otherwise provides, the BPC's Representative may give a direction orally but the BPC's Representative must as soon as practicable confirm it in writing.

7. NATURE OF RELATIONSHIP

7.1 Relationship of parties

The parties expressly acknowledge and agree that:

- 7.1.1 no relationship of employment, partnership, joint venture or agency is created between them; and
- 7.1.2 it is the express intention of the parties that any relationship of employment, partnership, joint venture or agency between them is denied.

7.2 No deemed employment for any purpose

The Grantee acknowledges and agrees that:

- 7.2.1 the BPC is not and will not at any time be construed as the employer of the Grantee or any Grantee's Associate for the purposes of any Relevant Legislation;
- 7.2.2 the Grantee alone is responsible and liable for the making of any payments in respect of superannuation, payroll or any other tax, WorkCover levy or any similar payments in relation to its staff; and
- 7.2.3 under no circumstances will the obligations contained in clauses 7.2.1 and 7.2.2 be with the BPC, and the Grantee agrees to indemnify and keep indemnified the BPC in respect of any such obligations and payments.

8. REPORTING, RECORDS AND AUDITING

8.1 Grantee's reporting requirements

The Grantee must submit reports to the BPC's Representative, in a format to the satisfaction of the BPC's Representative, at the intervals set out in Item 10 of Schedule 1, accounting for the Grantee's use of the Funding to the date of the report and demonstrating that the Funding has been used for the Project (**Report**).

8.2 Financial reporting

Without limiting the general nature of clause 8.1, each Report must contain a statement of cash receipts and payments pertaining to the Funding that is certified by:

- 8.2.1 the Grantee (where the Grantee is a natural person);
- 8.2.2 an officer of the Grantee (where the Grantee is a body corporate); or
- 8.2.3 a partner of the Grantee (where the Grantee is a partnership).

8.3 Records

The Grantee must for the purposes of this Agreement implement and maintain proper books of account and operating records necessary to afford a correct and complete record and explanation of all expenditure by the Grantee of the Funding including without limitation, proper books of account, time charge sheets, disbursement records

and such records must be maintained in a format to the reasonable satisfaction of the BPC's Representative from time to time and generally, in a format and consistent with generally-accepted accounting principles and standards that will reasonably permit the books and records to be audited by the BPC.

8.4 Inspection of records

8.4.1 The Grantee must give the BPC's Representative or a third party nominated by the BPC's Representative access to any information maintained by the Grantee pursuant to clause 8.3 or any other clause of this Agreement to enable the BPC's Representative or the third party to:

8.4.1.1 determine the level of the Grantee's compliance with all of its obligations under this Agreement; and

8.4.1.2 report to the BPC any other matters reasonably determined by the BPC's Representative or the third party to be relevant to the performance of the Grantee's obligations under this Agreement.

8.4.2 If the Grantee fails to give access to information in accordance with clause 8.4.1, the BPC may terminate this Agreement under clause 14.1.

9. THE BPC'S RESOURCES

9.1 Access to resources

The Grantee must not use, access or seek to gain access to any of the BPC's personnel, technology, technological systems, data or materials (**Resources**), except with the prior written consent of the BPC's Representative (which may contain conditions). If the BPC's Representative provides the Grantee with consent to access any Resources, the Grantee must only access such Resources for the purposes approved in writing by the BPC.

9.2 Changes to access

The Grantee must immediately notify the BPC if it requires changes to its access of, or no longer requires access to any Resources.

9.3 Computer virus

The Grantee must take all reasonable steps, using commercially available anti-virus software, to ensure that they do not introduce any software or other material which may contain a computer virus into the BPC's technological systems.

10. INTELLECTUAL PROPERTY AND DOCUMENTS

10.1 Ownership

10.1.1 The Intellectual Property of each party, which exists at the date of this Agreement, remains the property of that party (the **Background IP**).

- 10.1.2 The Grantee will own all Intellectual Property resulting from the use of the funding for the Project (the **Funded IP**).
- 10.1.3 The Grantee grants the BPC an irrevocable, world-wide, royalty free, non-exclusive, non-transferable and perpetual licence:
- 10.1.3.1 to use, reproduce and adapt the Funded IP for its own purposes; and
 - 10.1.3.2 to publish this Funded IP on the BPC's intranet, public website or media channels and as otherwise agreed with the Grantee from time to time.
- 10.1.4 Each party grants the other party an irrevocable, world-wide, royalty free, non-exclusive and non-transferable licence to use its Background IP for the Project.
- 10.1.5 To the extent that a party's Background IP is incorporated in Funded IP or is otherwise necessary for the other party to use the Funded IP, that party grants the other party an irrevocable, world-wide, royalty-free, non-exclusive, non-transferable and perpetual licence to use such Background IP for the purpose of utilising and obtaining the full benefit of the Funded IP in accordance with this Agreement.
- 10.1.6 The parties each represent that, to the best of its knowledge, use of its Background IP by the other party in accordance with the terms of this Agreement will not infringe the Intellectual Property or Moral Rights of any person.

11. CONFLICT OF INTEREST

11.1 Grantee's warranty

The Grantee warrants to the BPC that at the time of entering into this Agreement no Conflict of Interest exists, is likely to arise or could reasonably be perceived to exist.

11.2 Grantee to use best endeavours

The Grantee must use its best endeavours to ensure that no actual or potential Conflict of Interest arises or could reasonably be perceived to arise during the Term, this includes attempting, offering or giving any gifts or benefits that are inconsistent with the impartiality, accountability and integrity policies and requirements in the BPC's gifts, benefits and hospitality policy (as published from time to time).

11.3 Grantee to notify

- 11.3.1 The Grantee must immediately notify the BPC's Representative of any matter which may give rise to a Conflict of Interest (**Conflict Notice**).
- 11.3.2 Upon receipt of a Conflict Notice, or whenever the BPC's Representative considers that a Conflict of Interest has arisen or is likely to arise, the BPC's Representative may direct the Grantee to resolve the Conflict of Interest to the satisfaction of the BPC's Representative within 10 Business Days (**Conflict Direction**).
- 11.3.3 Where the BPC's Representative determines that the Grantee has not resolved the Conflict of Interest to the sole and unfettered satisfaction of the BPC's

Representative within 10 Business Days after issuing the Conflict Direction, the BPC may terminate this Agreement under clause 14.1.

12. INSURANCE

12.1 Responsibility of Grantee

The Grantee is responsible for obtaining and maintaining all prudent insurance coverage for risks, such as personal, accident and disability insurance, products, professional indemnity insurance and public liability insurance, to adequately cover itself, the goods and services it provides and the Grantee's Associates.

13. SUSPENSION OF FUNDING

13.1 Suspension Notice

If the BPC's Representative forms the reasonable view that one or more grounds for suspending the Funding exists, the BPC's Representative may issue the Grantee with a written notice advising it that the BPC intends to suspend the Funding on and from the specified date (**Suspension Notice**).

13.2 Requirements of the Suspension Notice

A Suspension Notice issued under clause 13.1 must:

- 13.2.1 specify the BPC's grounds for suspending the Funding;
- 13.2.2 state the date on and from which the suspension is proposed to start (**Suspension Start Date**); and
- 13.2.3 require the Grantee to, within a specified period of time after the Suspension Start Date, take all reasonable steps to rectify the grounds for suspending the Funding.

13.3 Grounds for suspension

Grounds for suspending the Funding include:

- 13.3.1 the Grantee applying the Funding for purposes other than the Project or failing to promote the use of the Funding in accordance with Schedule 3;
- 13.3.2 the Grantee failing to revise to the Project Plan to the BPC's satisfaction under clause 3.2.2, or obtaining the BPC's approval for any material changes to the Project Plan under clause 3.3.2;
- 13.3.3 the Grantee failing to provide Reports in accordance with clause 8.1;
- 13.3.4 a dispute or difference exists between any of the parties;
- 13.3.5 the Grantee fails, or is not ready, willing or able, to achieve a Milestone set out in Schedule 3 (if applicable);
- 13.3.6 the Grantee misuses any of the Resources or any premises of the BPC;

- 13.3.7 the Grantee fails to produce a publication in connection with the Funding to a reasonably high standard of quality; or
- 13.3.8 the Grantee is otherwise in breach of this Agreement.

13.4 Rights of the BPC to suspend

If, prior to the Suspension Start Date, the Grantee fails to satisfy the BPC's Representative that the Funding should not be suspended, the BPC's Representative may suspend the Funding from the Suspension Start Date.

13.5 Consequences for Funding

- 13.5.1 If the Grantee fails to rectify, to the reasonable satisfaction of the BPC's Representative, the grounds for suspending the Funding within the time specified in accordance with clause 13.2.3, the BPC may, in its absolute discretion:
 - 13.5.1.1 reduce the Funding payable under this Agreement; or
 - 13.5.1.2 terminate this Agreement under clause 14.1.
- 13.5.2 The BPC's Representative must recommence the Funding within a reasonable time:
 - 13.5.2.1 after becoming aware that grounds for suspending the Funding under clause 13.3 no longer exist (whether or not any current or continuing grounds were specified in the Suspension Notice); or
 - 13.5.2.2 if the Grantee rectifies, to the reasonable satisfaction of the BPC's Representative, any grounds for suspending the Funding within the time specified in accordance with clause 13.2.3 or as agreed between the parties.

14. TERMINATION

14.1 Immediate termination

The BPC's Representative may terminate this Agreement immediately if:

- 14.1.1 the Grantee or Grantee's Associate engages in any conduct that causes or may cause imminent or serious risk to the health or safety of a person;
- 14.1.2 the Grantee or Grantee's Associate engages in any conduct that causes or which the BPC's reasonably anticipates may cause or may be perceived to cause detriment to the BPC's interests, regulatory function or reputation;
- 14.1.3 a Grantee's Associate is declared bankrupt;
- 14.1.4 the Grantee commits an act of insolvency or enters into a scheme of arrangement or composition with creditors or a liquidator, receiver or receiver and manager, administrator or controller of the Grantee or any of its assets is appointed;

- 14.1.5 the Grantee or a Grantee's Associate is found guilty of any criminal offence, other than an offence which in the opinion of the BPC's Representative does not affect the Grantee's ability to properly carry out its obligations under this Agreement;
- 14.1.6 the BPC reasonably believes that the Grantee or a Grantee's Associate engages in or commits any act of serious misconduct or any other serious or persistent breach of any of the terms of this Agreement; or
- 14.1.7 any other clause of this Agreement entitles the BPC's Representative or the BPC to terminate this Agreement.

14.2 Termination by the BPC for convenience

- 14.2.1 In addition to the BPC's rights under clause 14.1, the BPC's Representative may terminate this Agreement at any time before the end of the Term for any reason by giving the Grantee 10 Business Days' notice in writing of its intention to terminate this Agreement at the end of those 10 Business Days. The BPC may give reasons for terminating the Agreement.
- 14.2.2 In the event BPC terminates this Agreement for any reason under clause 14.2, on and from the date of termination, the BPC will not be obligated to pay any further amounts of the Funding nor provide nor make available any part of the in-kind support.

15. CONSEQUENCES OF TERMINATION

15.1 Termination for breach

If the BPC's Representative terminates this Agreement pursuant to clause 14.1:

- 15.1.1 the BPC will cease the Funding;
- 15.1.2 the Grantee must take all action necessary to minimise further expenditure of the Funding that was paid prior to the date of termination; and
- 15.1.3 the Grantee must repay to the BPC all monies that have not been expended under the Funding.

15.2 Termination for convenience

If the BPC's Representative terminates this Agreement pursuant to clause 14.2:

- 15.2.1 the BPC may cease the Funding;
- 15.2.2 the Grantee must take all action necessary to minimise further expenditure of the Funding that was paid prior to the date of termination;
- 15.2.3 subject to the Grantee providing documentary evidence to the satisfaction of the BPC's Representative that it has incurred additional costs as a result of the termination, the BPC will reimburse the Grantee for such costs provided that in no case will the BPC's liability exceed 5% of the total Funding.

15.3 Limited liability and appeal after termination

The parties acknowledge that in terminating this Agreement under clause 14.2 the BPC is under no obligation, to the full extent permitted by law, to comply with the principles of natural justice or fairness and that, subject to clause 15.2, the BPC will not be liable to the Grantee for any costs, losses, damages or expenses the Grantee incurs arising out of or in any way connected with the termination of this Agreement.

16. CONFIDENTIALITY

16.1 Return of documents

Upon the termination or expiry of this Agreement, the Grantee must return to the BPC's Representative all manuals, drawings, computer programs and other documents supplied by the BPC or the BPC's Representative to the Grantee (if any) and other property belonging to the BPC (if any). Subject to clause 10.1.2 the Grantee must not retain copies of any documents that it is returning.

16.2 Use of information

The Grantee must not, whether during or after the Term, make any improper use of:

- 16.2.1 any trade secrets and any financial, accounting, marketing and technical information, customer and supply lists, pricing information, ideas, inventions, techniques, systems, concepts, formulae, know how, technology, operating procedures, processes, knowledge and other information belonging to, used by or relating to the BPC in the conduct of its business or gained as a result of the Grantee's involvement with the BPC at any time;
- 16.2.2 the position of the BPC on any confidential matter; or
- 16.2.3 any other information which may be detrimental to the interests of the BPC or any other person who has provided information to the BPC on a confidential basis, unless the Grantee is required to disclose the information by law.

16.3 Non-disclosure

- 16.3.1 The Grantee must not disclose to any third party or use any material or information referred to in clause 16.2 without the prior written consent of the BPC's Representative, except that:

- 16.3.1.1 the Grantee may disclose the BPC's confidential information to its employees, students, professional advisors and sub-contractors on a need-to-know basis, solely to assist in the performance of the Grantee's obligations under this Agreement and on the condition that such persons do not disclose the confidential information to any other person or use the confidential information other than in accordance with this Agreement; and

- 16.3.1.2 subject to clause 16.3.2, the Grantee may disclose the BPC's confidential information if it is required to do so by law or court order.

- 16.3.2 Unless it is not practicable to do so, the Grantee must notify the BPC if it is required to disclose the BPC's confidential information by law or court order.
- 16.3.3 The Grantee must take or cause to take all necessary precautions to maintain the secrecy and confidentiality of any material or information referred to in clause 16.2, including using their best endeavours to prevent improper publication or disclosure by a third party.

17. DISPUTE RESOLUTION

17.1 Parties to meet

If any dispute or difference arises under or in connection with this Agreement (a **Dispute**) which is not able to be resolved between the BPC's Representative and a representative nominated by the Grantee within 10 Business Days of such Dispute being notified, the nominated senior executive officer (or equivalent) of each of the parties must promptly meet and discuss in good faith with a view to resolving such Dispute.

17.2 Failure to resolve Dispute

If any Dispute is unable to be resolved in accordance with clause 17.1 within 10 Business Days, either party may submit the Dispute for resolution to the non-exclusive jurisdiction of the courts of Victoria, Australia.

17.3 Performance during dispute resolution

The parties to a Dispute must continue to perform their respective obligations under this Agreement pending the resolution of the Dispute under this clause 17.

17.4 Interlocutory relief

Nothing in this clause 17 is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such Dispute.

17.5 Clause does not merge

This clause 17 survives and will not merge on termination.

18. GENERAL

18.1 Amendment

This Agreement, including the Schedules, may only be varied or replaced by a document duly signed by the parties.

18.2 Entire understanding

This Agreement contains the entire understanding between the parties with regard to its subject matter. All previous agreements, representations, warranties, explanations

and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

18.3 Assignment by the BPC

The BPC may assign its rights and obligations under this Agreement, without the consent of the Grantee.

18.4 Assignment by the Grantee

The Grantee must not assign any right or obligation under this Agreement to any person without the prior written consent of the BPC's Representative which can be given or withheld in the BPC's Representative's sole and unfettered discretion.

18.5 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

18.6 Waiver and exercise of rights

18.6.1 A waiver of any right, power or remedy under this Agreement must be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

18.6.2 A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

18.7 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

18.8 Engagement of third parties

Each party must at its own expense promptly execute all agreements and do or use reasonable endeavours to cause a third party to do all things that the other party from time to time may reasonably request to give effect to, perfect or complete this Agreement and all transactions incidental to it.

19. INTERPRETATION

19.1 This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

19.2 In this Agreement, a reference to:

19.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;

- 19.2.2 a person includes the legal personal representatives, successors and assigns of that person; and
- 19.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.
- 19.3** If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 19.4** In this Agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.
- 19.5** In this Agreement:
- 19.5.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 19.5.2 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Agreement;
- 19.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form; and
- 19.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.
- 19.6** If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 19.7** If it is not possible to read down a provision as required in clause 19.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.
- 19.8** This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.
- 19.9** In this Agreement, a reference to "\$" or "dollars" is a reference to Australian dollars.
- 19.10** If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.
- 19.11** In this Agreement, a reference to:
- 19.11.1 the singular includes the plural and vice versa; and
- 19.11.2 a gender includes the other genders.
- 19.12 Order of precedence**

To the extent of any inconsistency, the documents comprising this Agreement must be read in the following order of precedence:

- 19.12.1 these terms and conditions;
- 19.12.2 Schedule 1 (Details);
- 19.12.3 Schedule 2 (Project Plan);
- 19.12.4 Schedule 3 (Funding Structure);
- 19.12.5 Schedule 4 (Milestone Acceptance Criteria); and
- 19.12.6 Schedule 5 (Grantee's Application for Funding).

REFERENCE ONLY

EXECUTED by the parties as an agreement

SIGNED for and on behalf of the **Victorian**)
Building Authority trading as Building)
and Plumbing Commission a body)
corporate established under the *Building*)
Act 1993 (Vic) by its duly authorised)
representative in the presence of:)

.....

Signature of witness

.....

Signature of authorised representative

.....

Name of witness

.....

Name of authorised representative

Date:

Date:

SIGNED for and on behalf of [*insert*)
details] by its duly authorised)
representative in the presence of:)
)

.....

Signature of witness

.....

Signature of authorised representative

.....

Name of witness

.....

Name of authorised representative

Date:

Date:

Schedule 1

DETAILS

The details of this Agreement are:

1. **Commencement Date:** [insert]
(clause 2)
2. **Victorian Building Authority trading as Building and Plumbing Commission**
ABN: [insert]
Registered office: [insert]
Place of business: [insert]
Phone: [insert]
3. **Grantee name:** [insert]
ABN: [insert]
Registered office: [insert]
Place of business: [insert]
Phone: [insert]
4. **Term:** The term of this Agreement begins on the
(clause 2) Commencement Date and ends on [insert date].
5. **Project:** [insert project title]
6. **Form of acknowledgement** The Grantee must display the following words
(clause 4.6.1) in each publication produced in connection with the Funding:

[Insert – if nothing is inserted here, clause 3.5.1 provides for a basic ‘default’ acknowledgement the Grantee must use.]

7. Promotion by Grantee

(clause 4.7)

The Grantee must promote the use of the Funding in the following way:

7.1 Name and branding

[Insert name and branding requirements, or 'Not applicable'.]

7.2 Promotion and advertising

[Insert, promotion and advertising requirements, or 'Not applicable'.]

8. In-kind support

(clause 4.8)

The BPC will provide in-kind support to the Grantee of the following kind:

[Insert the amount, frequency, nature, location of the in-kind support that the BPC will provide to the Grantee.]

9. BPC's Representative:

(clause 6.1)

[insert]

10. Periods of time or dates for submitting Reports:

(clause 8.1)

[insert]

Schedule 2

PROJECT PLAN (clause 3.1)

[Insert Project Plan, as approved by the BPC. At a minimum, the Project Plan should contain relevant items under clause 3 (including Key Personnel) and agreed schedules for project management and research advisory group meetings.]

REFERENCE ONLY

Schedule 3

FUNDING STRUCTURE (clause 4)

The BPC will grant the Funding to the Grantee in accordance with clause 4.1 on the following basis:

[Complete the details in the applicable payment option and delete which ever option will not apply to this Agreement.]

Option 1: Lump sum funding

\$ [insert]

This amount is payable after the BPC certifies that all deliverables have been completed to the satisfaction of the BPC in accordance with the requirements of this Agreement.

Option 2: Milestone funding

The sum of \$ [insert] payable by reference to the following Milestones:

[insert]

Milestone	Deliverable(s)	Due date	Payment (AUD excl. GST)
Milestone 1	<i>[Insert specific deliverable(s) – example provided below]</i> • (Evidence) <i>[insert details of any relevant milestones/targets/approvals etc. that are required];</i> • (Reports) <i>[insert details of any relevant reports, models, Project Plans, audit options etc. that are required]; and</i>	[insert]	\$ [insert]

	(Other) [insert other milestones, targets, approvals, or anything else that is required. If nothing else is required, this can be deleted].		
Milestone 2	[insert]	[insert]	\$ [insert]
Milestone 3	[insert]	[insert]	\$ [insert]
			Total \$ [insert]

Schedule 4

Milestone Acceptance Criteria

Component	Meets expectations	Nearly meets expectations	Does not meet expectations
Introduction	Research focus/purpose is <i>well</i> -developed, clear, with a definitive statement, and is consistently the focal point throughout the paper.	Research focus/purpose is adequately described and is the focal point of the paper for the most part.	Research focus/purpose is unclear or missing or is weak and/or the focal point is not consistently maintained throughout the paper.
	Hypothesis is clearly articulated.	Hypothesis requires further articulation.	Hypothesis is unclear or absent.
Methodology	Crucial steps are identified and highlighted, including a reason for the chosen methodology, allowing clear understanding of how the results were obtained.	Allows understanding of how results were obtained.	Fails to describe how results were obtained.
Results	Effective and robust data analysis, with a complete and concise description of data, data sources, and a persuasive interpretation of data.	Satisfactory description, analysis and interpretation of data.	Incomplete or inaccurate description, analysis and/or interpretation of data.
Content	Balanced presentation of relevant and well-evidenced information that clearly supports a central purpose or argument, and shows a thoughtful, in-depth analysis of the topic.	Information provides reasonable support for a central purpose or argument and displays evidence of a basic analysis of the topic but may sometimes digress from the purpose.	Information is poorly presented, with a lack of clear central purpose or argument. Analysis is vague or not supported.
	Demonstrates critical analysis of the research topic and thesis. Compares/contrasts perspectives, considers counter-arguments or opposing positions, and draws original and thoughtful conclusions with future implications.	Demonstrates understanding and some critical analysis of the research topic and thesis. Adequately compares/contrasts perspectives, counter-arguments, or opposing positions but broader connections and/or implications are not as thoroughly explored.	Analysis is based on opinions and preferences rather than critical analysis. A constructive analysis of counter arguments or opposing positions is not present.

Component	Meets expectations	Nearly meets expectations	Does not meet expectations
	Relevant and consistent connections made between evidence and thesis, with an excellent supportive analysis that supports these connections.	Some connections made between evidence and thesis. Some analysis to support these connections is provided.	Limited or no connections made between evidence and thesis. Lack of analysis provided.
	Reader gains important insights.	Reader gains some insights.	Reader is confused or may be misinformed, and/or gains few (if any) insights.
	Hypotheses, new models, recommendations or suggestions for additional research are discussed in depth and supported by the evidence.	Recommendations and/or suggestions for further research are unclear or based on unsupported assumptions.	Hypotheses, new models, recommendations or suggestions for additional research are missing or not logical.
Conclusion	Excellent summary of thesis argument, with concluding ideas that impact readers. No new information is introduced in the conclusion.	Good summary of topic with clear concluding ideas. No new information is introduced in the conclusion.	Lack of summary of the research, or basic summary with some limited concluding ideas. New information, not considered in the body of the report, is introduced in the conclusion.
Organisation	Ideas are arranged logically to support the purpose or argument. Ideas flow smoothly from one to another and are clearly linked. Readers can follow the line of reasoning.	In general, writing is arranged logically, and ideas are usually clearly linked to each other. The reader is reasonably clear about what the writer intends and their line of reasoning.	Writing is not logically organised. Frequently, ideas fail to make sense together. Readers cannot identify a line or reasoning.
Writing mechanics	Writing is clear, relevant and compelling. Word choice is consistently precise and accurate. No grammatical and/or spelling errors. Sentences are well-phrased and varied in length and structure.	Most ideas are stated clearly and are related to the topic. Word choice is adequate, but some words are used inappropriately. Occasional grammatical and/or spelling errors, but they don't represent a	Many ideas require clarification, are off-topic or have little relevance to the thesis. Many words are used inappropriately, confusing the reader. Many grammatical and/or spelling errors, and the reader is distracted by them

Component	Meets expectations	Nearly meets expectations	Does not meet expectations
	They flow smoothly from one to another. Reader interest is sustained throughout. Proper and consistent approach to referencing and citations.	major distraction or obscure reading. Some sentences are awkwardly constructed so that the reader is occasionally distracted. Reader is generally engaged, but some areas are difficult for the reader to maintain focus and interest. Referencing and citations are adequate.	and/or the meaning is obscured. Errors in sentence structure are frequent enough to be a major distraction to the reader. Challenging to read. Reader loses interest. Improper referencing and/or citations.
References	Compelling and robust evidence to support the central position. Research sources are highly relevant, accurate, reliable and add to the strength of the paper. Attribution is clear and fairly represented.	Provides essential, robust evidence to support the central position. Research sources are mostly relevant, accurate and reliable. Attribution is, for the most part, clear and fairly represented.	Although attributions are occasionally given, many statements seem unsubstantiated. Some sources may not be relevant, robust and/or reliable. Contains numerous factual mistakes, omissions or oversimplifications. References are seldom cited to support statements or are not properly referenced and cited in the paper. The reader is confused about the source of information and ideas.
	References are primarily peer-reviewed professional journals or other approved sources (e.g., government documents, agency manuals). Readers are confident that the information and ideas can be trusted.	Although most of the references are professionally legitimate, a few are questionable (e.g., trade books, internet sources, popular magazines). Readers are uncertain of the reliability of some of the sources.	Most of the references are from sources that are not peer reviewed and have uncertain reliability. Readers may seriously doubt the accuracy of much of the material presented.

Schedule 5

GRANTEE'S APPLICATION FOR FUNDING

[Attach or insert Application.]

REFERENCE ONLY