

ANZIC IODP Legacy Analytical Funding (AILAF) PROCEDURES FOR FUNDING

Ref: LG_XX0X20

Project title: XX

This agreement is between:

(Institution); and

THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) and represented by the Research School of Earth Sciences, of Acton in the Australian Capital Territory, 2601 (the **University**)

BACKGROUND

- A. AILAF provides funding for analytical research using IODP legacy material and data available from one of the three IODP core repositories (Kochi Core Centre; Gulf Coast Repository; Bremen Core Repository).
- B. The supply of IODP legacy material from one of the three core repositories is subject to accepting and complying with the conditions outlined in the document “*IODP Sample, Data, and obligations Policy and Implementation*” available from <http://www.iodp.org/resources/access-data-and-samples>, and also the decision of the IODP Curatorial Advisory Board (<http://www.iodp.org/resources/curatorial-advisory-board>) to the applicant’s request for samples.
- C. Funding from the AILAF will follow this Procedure;
- D. The scientific evaluation of applications will be undertaken by the ANZIC Science Committee (ASC) under the guidance and final recommendation by the ANZIC Science Committee Chair (ASCC) to the ANZIC Program Scientist (APS).
- E. The administration of the funding is to be undertaken by the ANZIC Office (AO) under the recommendation of the APS and approval by the ANZIC Governing Council (AGC) and the Official Delegate.

1 DEFINITIONS AND INTERPRETATION

Application means the application and all supporting material in connection with it, submitted by the Institution to the AO in respect of which the Project has been awarded;

Authorised Officer is a person authorised to execute the agreement

Background Intellectual Property (Background IP) means any Intellectual Property which pre-exists the Project or is independently developed outside of the Project that is owned or controlled by a Party and which that Party chooses at its sole discretion to make available for the purpose of carrying out the Project

Completed Project Report means an end of Project report prepared by the Institution;

Chief Investigator is responsible for the intellectual, administrative and ethical aspects of a research reporting;

Collaborator is a person who is an advisory capacity of the project, not a staff member of the funded institution;

Project Instalment means an instalment of funding, as specified in Item 8 of Schedule 1;

Intellectual Property means design rights, trademarks and service marks (in each case whether registered or not), patents, registered designs, copyright, moral rights, rights in databases, utility models and all similar property rights, whether registrable or not, including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semiconductor topographies, plant varieties, genetic material, confidential information, business or brand names, domain names, metatags, goodwill or the style of presentation of goods or services including applications for protection of any such rights.

Milestone means a stage of completion of a part of the Project set out in Item 8 of Schedule 1;

Official Delegate means the ARC LIEF Principal Investigator unless otherwise indicated;

Progress Report means an interim report prepared by the Institution on progress in achieving the objects of the Project including expenditure funds;

Project means the project described in Item 1 of Schedule 1;

Project End Date means the date specified in Item 3 of Schedule 1;

Project Intellectual Property means all Intellectual Property which arises from or in relation to or during the course of the Project, or from any other work conducted by the Institution as a consequence of the funding;

Project Budget means the listed expenditure of the project submitted for assessment and approved for research under this funding program, Item 7 of Schedule 1.

Specified Personnel is specified in Item 4 of Schedule 1.

Special Conditions means the conditions set by Clause 8.3 as applicable.

1.2 Abbreviations:

AO: ANZIC Office

AGC: ANZIC Governing Council

AILAF: ANZIC IODP Legacy Analytical Funding

ANU: Australian National University

ANZIC: Australian and New Zealand International Ocean Discovery Program Consortium

APS: ANZIC Program Scientist

ARC LIEF: Australian Research Council Linkage Infrastructure, Equipment and Facilities

ASC: ANZIC Science Committee

ASCC: ANZIC Science Committee Chair

IODP: International Ocean Discovery Program

2 PAYMENT OF PROJECT FUNDS

2.1 Payment of Project Instalments

Authorisation for the release of each Project Instalment is subject to:

- (a) the Institution achieving, to the satisfaction of ASCC, the Milestones that have fallen due for completion for that Project Instalment;
- (b) the Institution providing the AO, APS and ASCC with all Progress Reports and a Completed Project Report as relevant;
- (c) the Institution providing a statement of expenditure against the approved budget validated by the Official Delegate.

2.2 Withholding of Project Instalments

- (a) Without limiting its rights, the Official Delegate may withhold or suspend any payment of a Project Instalment in whole or in part until the obligations set out in this document have been achieved to the satisfaction of APS and ASCC, including where:
 - (i) agreed Milestones for the Project Instalment have not been met;
 - (ii) a Progress Report or Completed Project Report has not been provided to the AO, APS and ASCC by the due date for its submission, or the report provided is not satisfactory to ASCC;
 - (iii) the funding has been expended otherwise than in accordance with the Project;
 - (iv) the Project is unable to be completed to a standard reasonably acceptable to ASCC.

3 BUDGET

3.1 Milestones Budgets

- (a) The budget for each Milestone is set out in Item 5 of Schedule 1. The Institution may only use the funding in accordance with the budget items approved.
- (b) The Institution must not reallocate budgeted expenditure in respect of categories of expenditure budgeted for each Milestone or expenditure across Milestones without the prior written consent of AO and the Official Delegate.
- (c) Anytime the Institution wishes to reallocate budgeted expenditure within or across Milestones, the Institution must provide the AO, APS and ASCC with a revised budget for each Milestone in a form acceptable to ASCC and an explanation as to why the requested changes are proposed.
- (d) ASCC, APS, AGC and the Official Delegate may at its discretion, approve or reject a revised budget submitted to it under clause 3.1(c).
- (e) AILAF cannot be used to pay for the indirect support costs of staff employed by the participant; or for the indirect support costs of research.
- (f) Project Budget outlined in Item 6 of Schedule 1, allows for a 20% flexibility in variation of expenditure items. Any items that exceed the 20% threshold will need authorisation from the ASC. The total balance of expenditure must be equal to or less than the amount awarded as per agreement, Item 2 of Schedule 1.

4 REPAYMENT OF FUNDS

4.1 Repayment of Funds

On the Project End Date, or earlier termination of the Project, the Institution must within 30 Business Days, provide AO and the Official Delegate with a statement of expenditure for the whole of the Project and any part of the funding that remains unspent will be transferred back to the ANZIC.

5 CONDUCT OF PROJECT

5.1 Undertaking the Project

The Institution when undertaking the Project must:

- (a) do so diligently, effectively and to a high standard;
- (b) meet the Project Objectives, Milestones and timeframes, and any other performance requirements;
- (c) act in good faith;
- (d) perform it in accordance with any representations made in the Application and any Special Conditions.

5.2 Delay in Achievement of Project Objectives

The Institution must notify ASC promptly in writing if a Project Objective has not been achieved, or the Institution considers that a Project Objective is

unlikely to be achieved by the due date for any Milestone. Such a notice must set out:

- (a) the Project Objective(s) affected;
- (b) the reason for the delay;
- (c) the action the Institution proposes to take to achieve the Project Objective(s);
- (d) the anticipated date for achievement of the Project Objective(s);
- (e) the anticipated effect the delay will have on the achievement of subsequent Project Objectives and/or Milestones; and
- (f) the anticipated effect the delay will have on the undertaking and completion of the Project and the overall budget for the Project.

6 INFORMATION AND INTELLECTUAL PROPERTY

The Institution must disclose to ASO, APS and ASCC:

- (a) any factors relating to the Institution, the Project, and all things in connection with them that are material to the assessment of the Application and ASCC's decision to recommend the Application for approval;
- (b) any information that relates to Intellectual Property potentially relevant to the Project or that is necessary to carry out the Project, where the Institution has no rights to that Intellectual Property;
- (c) any potential conflict of interest that is likely to arise in the performance of the Project.
- (d) Each Party grants to each other Party a royalty-free, non-exclusive, non-transferrable licence to use its Background IP to the extent necessary to carry out the Project. Each Party agrees to comply with any reasonable directions of another Party regarding the use of that other Party's Background IP.
- (e) The Parties agree that all rights, title and interest in the Project Intellectual Property (except for copyright in a Student thesis) will be owned solely by the Party, or jointly by the Parties, that contribute to its development or creation. In the case of jointly owned Project Intellectual Property, the relevant Parties will own the Project Intellectual Property as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property.
- (f) Having regard to any requirements to protect potentially commercially valuable Project IP, each Party grants to each other Party a non-exclusive, non-transferable, perpetual, royalty free, worldwide licence to use the Project IP they own for:
 - (a) non-commercial research, education and training purposes;
 - and
 - (b) publication purposes

7 RECORDS

7.1 Obligation to Keep

The Institution must:

- (a) provide a complete and detailed record, and explanation of:
 - (i) expenditure on the Project, including invoices, receipts and Project Instalments;
 - (ii) other money received and spent on the Project;
 - (iii) the progress of the Project, including progress against the Project Objectives;
 - (iv) the creation of Project Intellectual Property, including details of the parties contributing to such creation; and
 - (v) any other records in respect of the Project that ASO, APS, ASCC and Official Delegate may reasonably require from time to time.

7.2 Retention of Records

The records of the Project must be kept and archived in accordance with standard processes.

8 REPORTING

8.1 Progress Reports

The Institution must provide Progress Reports to ASO, ASCC and APS in the manner and at the times required in Schedule 2.

8.2 Completed Project Report

Within 30 Business Days after completion of the Project, the Project End Date or earlier termination, whichever is the earliest, the Institution must provide ASC with a Completed Project Report in the manner required in Schedule 2.

8.3 Reports, Data management and Sample return.

The Institution must provide ASO, ASCC and APS with Reports in the manner and at the times required in Schedule 2.

The Research must comply with the IODP Post-Moratorium researcher conditions whereby: researchers are obliged to make data and results, obtained from Legacy samples or data, publicly available within 36 months, and all non-destroyed sample material, including borrowed sample mounts, smear slides, thin sections (etc.) at the investigator's expense to the IODP repository where the expedition sample materials are stored.

Special Conditions

Sample return to IODP Core Repository is available up to the sum of \$500 on prior approval from the ASCC. A receipt of payment should be attached to the acquittal to enable reimbursement of this expense.

8.4 Publication responsibilities to IODP

Specified Personnel who use samples and/or data from the International Ocean Discovery Program (IODP), Integrated Ocean Drilling Program (IODP), Ocean Drilling Program (ODP), and Deep Sea Drilling Project (DSDP) are requested to comply with the following guidelines:

1. Submit a manuscript for publication, if possible, within 36 months after receiving samples and/or data.
2. Include the word(s) “International Ocean Discovery Program” and/or “IODP” in the publication’s abstract (or similar wording appropriate to the DSDP, ODP, or the Integrated Ocean Drilling Program).
3. Acknowledge IODP in all publications that result from the samples and/or data collected or received using the following wording: “This research used samples and/or data provided by the International Ocean Discovery Program (IODP). Funding for this research was provided by #####.” (where ##### is the grant information required by the funding agency).
4. Provide the following key words, as appropriate, to the manuscript publisher:
 - a. “International Ocean Discovery Program (IODP)”
 - b. “Integrated Ocean Drilling Program (IODP)”
 - c. “Ocean Drilling Program (ODP)”
 - d. “Deep Sea Drilling Project (DSDP)”
 - e. “Name of drilling platform”
 - f. “Expedition or Leg (short) title”
 - g. “Expedition or Leg ####” (where #### is the expedition/leg number)
 - h. “Site ####” (where #### is the site identifier)
5. Notify the IODP Curator of manuscript submission and submit complete citation information upon acceptance.

8.5 Other Notifications

- (a) The Institution must keep AO, APS, and ASCC reasonably informed about all matters which are likely to materially or adversely affect the timing, scope or cost of the Project or their ability to carry on or complete the Project.
- (b) The Institution must provide AO, APS and ASCC with such ad-hoc reports and information requested from time to time and in the manner reasonably required by ASC.

8.6 Standard of Reports

If, in ASCC’s opinion, the form or content of a report is inadequate, APS may request in writing that the Institution submit a revised report within 30 Business Days of receipt of that notice. Failure by the Institution to submit a revised report, or a satisfactory revised report may result in the suspension or withholding of a Project Instalment or terminating the Project.

9 ACKNOWLEDGEMENT OF FINANCIAL ASSISTANCE

The Institution is required to acknowledge support from the ANZIC IODP Legacy Analytical Funding (AILAF) and include the reference number (*LG_initialSurname_XX19*). When discussing IODP-based science in public forums or with the press, Institutions must acknowledge clearly this support and indicate that all results depend on IODP's scientific ocean drilling and Australian and New Zealand support of this program.

10 TERMINATION

ASCC and/or the AO may recommend termination of the Project to the APS and thus the Official Delegate and AGC at any time where it believes it is in the best interests of AGC and the AO to do so. On termination any unexpended Project funds in the relevant account will be returned to the AO within 30 business days of termination notification.

11 DISPUTE RESOLUTION

A party claiming that a dispute has arisen must notify the other party giving details of the dispute ('Notification'). On receipt of a Notification, each party must negotiate in good faith to resolve the dispute and, if necessary to resolve the dispute, involve the relevant senior officers of the parties directly in those negotiations.

If a dispute is not resolved within 30 days (or longer period agreed between the parties), the parties will refer the dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the ADC guidelines for commercial mediation.

If a dispute is not resolved under clause 11 within 90 days after referral (or longer period agreed between the parties) a party may initiate arbitration or court proceedings.

12 INDEMNITY

The Institution must at all times indemnify the University, its officers, employees, students and agents (those indemnified) from and against any loss, liability, damage or expense (including reasonable legal costs) whatsoever incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss, liability, damage or expense was caused or contributed to in any way by any wrongful, unlawful or negligent act or omission of the Institution in connection with this Agreement.

This clause 12 will survive the expiration or termination of this Agreement.

13 NOTICES

Any notices under this Agreement must be in writing and sent by pre-paid registered mail or facsimile (providing a printed confirmation that the facsimile was successfully sent is obtained) and addressed to the parties.

14 INSURANCE

The Institution must maintain the appropriate insurances and must, upon request, provide the AO and ANU with evidence that it holds such insurances.

15 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement.

16 APPLICABLE LAW

This agreement will be governed by and construed in accordance with the Law for the time being in force in the Australian Capital Territory and the parties agree to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1

- 1 Project
- 2 Funding
- 3 Project End Date
- 4 Specified Personnel
- 5 Collaborator
- 6 Invoicing Requirements

Valid tax invoice must have the information set out in the table:

Tax Invoice	
Specified Personnel CI	Invoice to:
	Australian National University ANZIC IODP ABN: 52 234 063 906 iodp.administrator@anu.edu.au
Project Name	Institution
Institution - Contact Person Name	Email Address
Milestone Number (6m/1yr)	Invoice Date
Invoice amount ext GST	Invoice GST amount
Invoice amount incl. GST	

7 Project Budget (ex GST)

(Insert template from Application)

NOTE:

AILAF cannot be used to pay for the indirect support costs of staff employed by the participant; or for the indirect support costs of research.

SAMPLE

8 Milestone Due Dates and Project Instalments

		Milestone 1	Milestone 2	Milestone 3	Milestone 4	
	Title	Sample request approved and delivered	6 month Progress Report	12 month Progress Report	Completed Project and Financial Report	
	Due Date for Milestone Delivery					TOTALS (ex GST)
Costs (GST EXCLUSIVE)	Approved Budget Item 1				Acquittal to be completed	
	Sample return to IODP Core Repository				\$500 if required	Subject to Request Special Conditions (Item 8.3)
	Project Instalment	#1 Paid on receipt of sample approval to AO	#2 Paid on receipt of 6 month progress Report including acquittal and approval by ASCC			

SCHEDULE 2

9 Progress Reports

- a. Milestone completion will be ascertained by AGCC and APS following receipt of a Progress Report from the Institution. ASCC may also require the Institution to provide interim reports. Progress Reports must be submitted by the Institution on the following dates:

Milestone 1: Sample request approval:

Milestone 2: 6 month Progress Report:

Milestone 3: 12 month Progress Report:

Milestone 4: Completed Project report:

- b. Progress Reports must be submitted in the format of the attached template, or as updated on the AO website (<https://iodp.org.au/for-scientists/funding-opportunities/>) from time to time.

10 Completed Project Report

- a. A Completed Project report detailing the summary activities and outcomes of the full Project, a statement of Project Instalment expenditure, and the final Milestone Progress Report must be submitted by the Institution on the following dates:

Completed Project Report:

- b. The Completed Project Report must be submitted in the format of the Completed Project Report template as updated on the AO website (<https://iodp.org.au/for-scientists/funding-opportunities/>) from time to time.

Signatures

Executed as an agreement.

SIGNED

for and on behalf of **(Institution)**
by an authorised officer in the presence of:

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(Signature of witness)

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(Printed name of witness)

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(Printed name of authorised officer)

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Date

SIGNED

for and on behalf of the **Australian National
University** by an authorised officer in the
presence of:

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(Signature of witness)

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(Printed name of witness)

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Date