

Request for Proposals

NDRP Research Funding Round

May 2021

National Disability Research Partnership



Project title	National Disability Research Partnership Funding Round
Brief summary	Inviting proposals for disability research projects done by and with people with disability.
Proposals due	2 July 2021
Contact officer	Please note that all communication about this call for proposals, and the final application should be submitted to: Tessa de Vries NDRP Coordinator info@ndrp.org.au NDRP prefers email communication where possible for record keeping. Phone calls are accepted: call 03 8344 2813.

1. Summary

The NDRP 2021 Research Funding Round is designed to fund disability research that will deliver new findings, and test and refine the NDRP processes. Research must be done by and with people with disability, align with the NDRP Guiding Principles and address an area of demonstrated importance to people with disability. Applications are accepted from any incorporated association in Australia. Collaborations are encouraged and research proposals are invited for projects addressing one or more of eight key themes. Project budgets may be anywhere up to \$150,000 inclusive of GST and must be achievable within a ten-month timeframe. The total funding pool available is \$1 million.

2. About the National Disability Research Partnership

The National Disability Research Partnership (NDRP) will drive a collaborative and inclusive disability research program that builds the evidence for successful innovation in policy and practice.

The Commonwealth government has provided seed funding to establish the NDRP. A two-year establishment phase is being guided by a Working Party and has five core deliverables:

- Deliver a national disability research agenda
- Design a governance model to support the long term NDRP
- Map and develop disability research capacity
- Write a practical guide to NDRP research
- Pilot a research funding round to build the evidence base and to demonstrate and refine NDRP processes



Further information about NDRP is available at this link: [NDRP website](#).

2.1. Guiding Principles

All NDRP activities will be underpinned by the NDRP Guiding Principles. These principles draw on the human rights framework articulated in the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD), and the National Disability Strategy. We encourage all applicants to read more about these principles at this link: [NDRP Principles](#).

The principles are:

- Deliver high quality, collaborative research
- Recognise the knowledge of people with disability in research
- Value all forms of knowledge
- Build research capability

Research projects funded through this round are expected to align with the NDRP Guiding Principles, the UNCRPD and the National Disability Strategy.

2.2. Terminology

Words and language are powerful tools. We recognise the diversity of disability and the different ways of talking about disability. Language is always evolving and the NDRP Working Party is committed to being respectful, inclusive, and open to change. A glossary of terms that explains the language and terms used throughout this document can be found at this link: [NDRP Glossary](#).

3. About the NDRP Research Funding Round

3.1. Purpose

The purpose of this research funding round is two-fold:

1. To build evidence for successful innovation in disability policy and practice

This funding round aims to extend disability research in Australia. Research projects must be able to deliver outcomes within ten months and make any new knowledge accessible to the disability community. Projects may include scoping studies, surveys, secondary data analysis, case studies or qualitative text data.

2. To test and refine NDRP processes, approach and ability to deliver on the vision.

This research funding round is a key deliverable of the NDRP Establishment Phase. In the Establishment Phase, the NDRP Working Party is developing and refining processes that will best support a sustainable collaborative research partnership in Australia. The NDRP Working Party will work with the successful research teams to learn and improve processes. This will also inform the development of a Practical Guide to NDRP Research.

3.2. Research themes

Despite advances in some areas of disability research and increasing quality and quantity of data available, eight themes are consistently raised as priorities in disability research agendas and strategies. This round of NDRP Research Funding invites proposals for high quality, collaborative research that addresses topics of importance to people with disability within one or more of these themes:

- Aboriginal or Torres Strait Islander people with disability
- Women with disability
- Children and young people with disability
- People with disability in rural and remote areas
- People with disability from culturally and linguistically diverse backgrounds
- Lesbian, gay, bisexual, transgender and intersex (LGBTI) people with disability
- People with disability who require support to express their will and preference, and to implement their decisions
- People with disability who experience other intersectional disadvantage.

Proposals must demonstrate that the project is addressing an area of importance to people with disability.

3.3. Outcome

Funded projects are expected to deliver new evidence related to Australians with disability. Researchers will be asked to think carefully about making findings easily accessible to the community. The NDRP Secretariat will support researchers with accessible research translation, but project teams are encouraged to think about accessible communication and build it into their projects from the beginning.

Projects might include:

- Scoping studies: exploratory projects that map literature available on a topic and identify key concepts, theories, evidence sources and research gaps.
- Secondary data analysis: projects that analyse existing data i.e. data previously collected in research projects, administrative data including linked data, national surveys, etc.
- Qualitative text data collected through interviews, focus groups, publicly available data such as social media.
- Case studies.
- Surveys.

Projects may build on or extend current research projects. New data collection will only be considered if a compelling case can be made for the feasibility of the project within the timeline, including obtaining ethics approval, recruitment, field work and data analysis.

Researchers will be asked to submit a progress report and a final report.

3.4. Ethical standards and guidelines

Any research project funded by NDRP that involves human participants must be reviewed and approved by Human Research Ethics Committees (HRECs) to ensure they are ethically acceptable. See a list of HRECs approved by the National Health and Medical Research Council at this link: [Human Research Ethics Committees](#).

3.5. Project timeline

These projects are part of the establishment phase of the NDRP, which runs until the end of June 2022. Because of this, the projects need to be completed by the end of May 2022 to allow time to share findings and incorporate final learnings to the recommendations for a longer-term NDRP.

Allowing time to develop proposals, a robust review process and finalise contracts, the projects are likely to start in August 2021. This leaves ten (10) months for the research project timeline. The NDRP will be looking for projects that can feasibly be delivered in this timeline. The NDRP Working Party acknowledges the time needed to engage with the disability community and does not wish to minimise this.

- Projects commence: August 2021. First funding payment made (40%).
- Progress report: November 2021. This report will provide an update on research progress and detail the involvement of people with disability. It will also share reflections on the NDRP processes to this point. Second milestone payment made (40%).
- Final report: 30 May 2022. This report will document the research process and findings, and include reflection on the NDRP principles and processes as mentioned in Purpose 2 in Section 3.1 of this document. The report will also describe how research findings are being made widely available in accessible formats. Final payment made (20%).

3.6. Eligibility

Applications are invited from any incorporated Australian organisation. The NDRP encourages collaborations that draw on expertise from across Australia.

Note on funding: equitable funding and accessibility accommodations must be built into the project budget for collaborations with Disabled People Organisations, representative organisations, advocacy organisations or peak bodies.

3.7. Selection criteria

Project proposals will be assessed against the following criteria:

- 1. Research that addresses the priorities of people with disability.** The proposed project must address an area of demonstrated importance to people with disability, fall within one of the eight themes listed in section 3.2, and align with the UNCRPD and the National Disability Strategy.
- 2. Research by and with people with disability:** Reviewers will look for projects that are led by and/or conducted with people with disability who have decision-making power. People with disability must be paid and supported appropriately. The NDRP expects genuine working relationships. The research proposal must clearly describe how people with disability are involved in the conception, execution and dissemination of the research, how decisions will be shared and acknowledging the diversity of people with disability.
- 3. High quality research.** The proposed method should be appropriate for answering the proposed research question, and feasible in the time and with the resources available.
- 4. Knowledge that is accessible to the community:** The project proposal must outline a clear and thoughtful research translation approach to making findings widely accessible.
- 5. Capacity to undertake research** in an area of demonstrated importance to the disability community. The proposal should outline the team's capacity to do the proposed research, including track record, proven ability to work together, and demonstrated experience in doing disability research by and with people with disability. The proposal must also demonstrate that it is achievable in the timeline available and within the budget proposed. Projects that build research capacity of people with disability will be highly regarded.

3.8. Assessment

The NDRP Working Party will convene assessment panels consisting of peer assessors including people with disability and researchers. Proposals will be assessed against the five selection criteria listed in section 3.7.

The NDRP Working Party conflict of interest policy can be found on the NDRP website at this link: [Conflict of Interest](#). Any Working Party members who intend to submit a project proposal have declared a conflict of interest and have not heard, read or otherwise learned of any detail of the funding round. Working Party members who are directly involved in shaping this funding round will not be involved in any funding proposals, in any capacity. They will also not discuss any part of this funding round nor give general or specific advice to anybody. This exclusion applies only to the NDRP Working Party. Colleagues or direct reports of Working Party members may submit funding proposals without the involvement or support of the Working Party member.

3.9. Funding

Projects can apply for funding up to \$150,000. A total funding pool of \$1 million is available for this round. This funding round aims to fund a range of projects with a balance between small, medium and larger projects.

The NDRP Working Party reserves the right to recommend funding levels which may be less than those requested in the proposal.

This funding is eligible as category 1 research income.

Costs the funding can be used for are stipulated in the Head Agreement with the Commonwealth Department of Social Services (attached at Appendix B) and reflected in the research project funding. These are:

- Operating and administration expenses **directly related to the delivery** of the project, such as:
 - staff salaries (including for the lead researcher*) and salary on-costs (leave loading, superannuation, workers compensation etc), which can be directly attributed to the provision of the project
 - telephones
 - rent and outgoings
 - computer/IT/website/software
 - insurance
 - utilities
 - postage
 - stationery and printing
 - travel/accommodation costs directly related to the research project. Please note travel costs will be reimbursed on receipt of invoices/receipts
 - assets that can be reasonably attributed to meeting agreement deliverables
 - screening processes for paid, unpaid and sub-contracted staff (such as working with children check)
- Appropriate and sufficient payment to advocacy organisations and people with disability who are involved in the project.
- Accessibility: captioning, support (including support workers if required), or any other costs related to removing access barriers.
- Inclusive and accessible stakeholder engagement processes.

*where lead researchers are paid **directly** by an organisation such as University or research institute to conduct research as part of their employment, their salary cost should be included as in-kind. Lead researchers in these organisations who are employed on external contracts are eligible to apply for funding for their salaries.

3.10. Collaboration with NDRP Working Party

Projects that are selected and funded in this round will be supported by a subset of the NDRP Working Party. The NDRP Working Party will regularly check in with project teams to lend support and ask for reflections on the processes being piloted. The NDRP Working Party will convene a community of practice made up of team members of funded projects to help build a connected disability research ecosystem and share learnings.

This community of practice will be asked for reflection and improvement on various parts of the NDRP processes, including working towards best practice accessible research dissemination.

4. About this call for proposals

By submitting a proposal for an NDRP research project, you agree to be bound by the terms and conditions set out in Appendix A.

4.1. Submission timeline

Stage	Date and Time
Clarification period: questions accepted	until 5pm Thursday 1 July
Proposals due	5pm AEDT Friday 2 July 2021
Review of proposals	2 - 23 July 2021
Award notification and commence contracting	24 July 2021
Projects commence on signing of contract	August 2021

4.2. Submission process

Submissions are only accepted via email. Applicants are invited to submit a Word document containing their proposal with the following sections:

1. Project title
2. Project team: lead investigator, organisation (including ABN or ACN) and collaborating organisations.
3. Brief project summary. 200 words
4. Statement outlining how this addresses the priorities of people with disability. 300-500 words addressing Selection Criteria 1.
5. Statement outlining how this research will be done by and with people with disability. 500-800 words addressing Selection Criteria 2.
6. Research methods: a description of the aims, research questions, methods, conceptual or theoretical approaches (if relevant), data collection approach, analyses. 500-800 words addressing Selection Criteria 3.
7. Research translation: outline how findings from this project will be made widely accessible. 300-500 words addressing Selection Criteria 4.
8. Capacity to undertake research and feasibility: outline the team's capacity to do the proposed research, including track record, proven ability to work together, and demonstrated experience in doing disability research by and with people with disability. Also include a timeline and feasibility of achieving the research in the time available. If data is being collected this section should also outline how ethics approval will be obtained. 500-800 words addressing Selection Criteria 5.
9. Budget. A budget must list the costs involved with delivering the project, including but not limited to:
 - staff costs: salaries and salary-related on costs
 - project costs: meetings, focus groups, interviews, data access, participant payments
 - partner payments
 - accessibility including captioning, support or other adjustments
 - travel
 - materials, resource development or printing
 - communication or research translation costs
 - the value of any in-kind contributions.
10. Brief bios (~200 words) for each team member which also outlines their role on the project.

4.3. Terms & conditions of this RFP

Successful suppliers must comply with terms and conditions outlined in Appendix A and those stipulated by the Department of Social Services (DSS):

- DSS Departmental Policies*;
- the relevant Guidelines*;
- the Data Exchange Protocols*;
- and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

*Any or all of these may be amended by DSS from time to time. If DSS amend these they will notify us and we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the DSS website www.dss.gov.au. You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Appendix A: Terms and Conditions

i. Definitions

“Agreement” means the Agreement, to be entered into between the successful grant recipient and UoM.

“Call for proposals” means this invitation to submit a Proposal in accordance with these Conditions

“Conditions” means the terms and conditions that govern this call for proposals process.

“Closing Date” means the date and time specified as such in section 4.1;

“Confidential Information” means all information relating to a party’s (“Disclosing Party”) business, computer systems or affairs and includes all:

- (a) trade secrets, know-how, scientific and technical information;
- (b) product, customer, marketing or pricing information; and
- (c) information about that party’s customers,

concerning this call for proposals and all communications concerning or arising out of the call for proposals, which the Disclosing Party has already disclosed (or will disclose) to the other party (“Receiving Party”) whether orally, electronically, in writing or otherwise, but excluding all such information which:

- (a) was in the public domain before the disclosure of the information was made;
- (b) is placed in the public domain other than by the Receiving Party acting without the Disclosing Party’s prior authorization; or
- (c) lawfully came into the Receiving Party’s possession otherwise than as a result of a disclosure in breach of an obligation of confidence owed by someone (including the Receiving Party) to the Disclosing Party;

“Evaluation Criteria” means the detailed criteria as set out in Section 3.7 of this call for proposals that will be used to evaluate the compliance and/or relative ranking of Proposals.

“National Disability Research Partnership” or “NDRP” means the project funded by the Commonwealth Department of Social Services as set out in the Head Agreement (Appendix B)

“NDRP Working Party” means the group of people guiding the deliverables in the National Disability Research Partnership Establishment Phase.

“Project IP” means the Intellectual Property which is developed or discovered in the course of conducting the Project.

“Proposal” means the written submission to this call for proposals and any subsequent clarifications made by the Respondent pursuant to and in accordance with these call for proposals Conditions.

“Respondent” means a company or consortium that submits a Proposal pursuant to this invitation.

“University of Melbourne” or “UoM” means The University of Melbourne, ABN 84 002 705 224, a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Vic) of Grattan Street, Parkville, Victoria 3010.

ii. Communication

Respondents must direct all matters regarding this call for proposals to the Contact Officer as outlined in page 1 of this document. Respondents may seek clarification up to the date and time provided in section 4.

No questions relating to anything other than the process and the requirements outlined in this call for proposals document will be addressed. Answers to inquiries will be posted on the NDRP website.

iii. Response requirements

Please ensure that you read and fully understand the call for proposals. Failure to comply with all of the requirements may mean that your proposal cannot be considered.

Respondents must include in their proposal a full and complete response to all schedules referenced in section 4.2. above. Failure to complete any of one these schedules may result in your proposal not being considered.

By submitting your Proposal, you will be deemed to have agreed to the terms and conditions of this call for proposals.

iv. Closing and lodgement

Proposal responses must be received no later than the date and time provided in section 4 *closing time* (submission deadline).

The NDRP Working Party may extend the time for lodging Proposals at its discretion at any time prior to the Closing Date by giving written notice of the extension to all Respondents

v. Late submissions

Late submissions will **NOT** be accepted unless exceptional circumstances can be demonstrated and is at the sole discretion of the NDRP Working Party.

Submissions received after the closing time will be recorded as such, with the date and time of receipt and the documentation will be returned to the sender. Late submissions will only be opened to identify a business name and address.

A failure of a delivery/transmittal system (electronic network, etc.) does not constitute grounds for the acceptance of a late submission.

vi. Evaluation of Proposals

The NDRP Working Party is convening an assessment panel

The University may reject your Proposal if it does not comply with the RFP terms and conditions and will evaluate compliant Proposals received in accordance with the Evaluation Criteria of this RFP. The University may request further clarifications from selected Respondents prior to finalising its short lists for proceeding to full application and/or interview.

vii. Validity of Proposals

Your Proposal must remain valid for a period of ninety (90) days following the Closing Date.

You may not amend your Proposal after the Closing Date except with the NDRP Working Party's prior written consent. The NDRP Working Party is not obliged to receive further information, whether written or oral, from any Respondent concerning their Proposal, after the Closing Date.

viii. Confidentiality

The Respondent covenants to keep confidential, (and ensure its Employees keep confidential), and not to disclose (and ensure that its Employees do not disclose) Confidential Information otherwise than as permitted by this call for proposal.

The Respondent:

- (a) may disclose Confidential Information for the purposes of delivering the research project
- (b) may disclose Confidential Information only to persons who have a need to know (and only to the extent that each has a need to know) and have been directed by the Respondent to keep such Confidential Information confidential.

The Respondent's obligations of confidentiality do not extend to information that (whether before or after the date of this Agreement):

- (a) is public knowledge (otherwise than as a result of a breach of this Agreement); or
- (b) the Respondent is required by law to disclose.

The Respondent must comply with any instructions issued by the Nominated Officer in relation to Confidential Information.

ix. Lobbying

Any Respondent who attempts to exert influence on the outcome of the Proposal process by lobbying, directly or indirectly, any member of the NDRP Working Party **will be disqualified from the process.**

A Respondent who offers the NDRP Working Party anything that, in the opinion of the NDRP Working Party could undermine the impartiality of the proposal process, and/or could create an actual or a perceived conflict of interest (including but not limited to offers of gifts, hospitality, and favours), **will be disqualified from the process.**

x. Expenses

You will fully bear your own expenses in preparing and negotiating over your Proposal. You will not seek to hold the University responsible for any claims if the University rejects your Proposal, or terminate the RFP process, whether for costs or damages incurred by you in preparing your Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

xi. Proposal Process Feedback Procedure

It is the NDRP's objective to ensure that all eligible organisations are given proper opportunity to submit a project proposal. Should any organisation feel that it has been unfairly excluded from the process or has been unfairly disadvantaged, the vendor is encouraged to write to:

NDRP Project Manager at info@ndrp.org.au. Any feedback will be considered and responded to by NDRP Directors.

xii. Disclaimer

All information in relation to this call for proposals provided by NDRP, whether in the Documents or not, is provided in good faith to assist the Respondent to assess and respond to the call for proposals. NDRP Working Party makes no representations or warranties regarding the accuracy or completeness of the information.

Each Respondent must make its own enquiries about the information provided and shall be deemed to have satisfied itself as to the correctness and sufficiency of this call for proposals. If the Respondent finds any discrepancy, error or omission in this call for proposals document, or its Proposal after its submission to NDRP, the Respondent must notify NDRP in writing of such discrepancy, error or omission immediately.

The Respondent acknowledges that NDRP is not liable for any loss, damage or expense suffered by a Respondent as a result of any inaccuracy or inadequacy in any information it provides to the Respondent or any reliance on such information by the Respondent.

Appendix B
Head Agreement for NDRP -
Commonwealth Department of Social
Services and the University of Melbourne



Australian Government

Department of Social Services

Individualised Grant Agreement
between
the Commonwealth represented by
Department of Social Services
and
The University of Melbourne

Individualised Grant Agreement 4-D1QNV4X

Once completed, this document, together with each set of Grant Details and the General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	The University of Melbourne
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Corp State or Territory Entity
Trading or business name	The University of Melbourne
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	84 002 705 224
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Alan Gilbert Building, Level 4, 161 Barry St, CARLTON VIC 3053
Relevant business place (if different)	
Telephone	03 8344 2813
Fax	
Email	ric-contracts@unimelb.edu.au

The Commonwealth

The Commonwealth of Australia represented by Department of Social Services


ABN 36 342 015 855

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

Organisation ID:	[REDACTED]
Agreement ID:	[REDACTED]
Schedule ID:	[REDACTED]

A. Purpose of the Grant

The purpose of the Grant is to:

Provide opportunities for people with disability, carers, policy-makers, researchers, national organisations, and service providers, business and community organisations to undertake work to improve the lives of people with disability and carers.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Disability and Carer Service Improvement and Sector Support program.

National Disability Research Partnership - 4-DU920U7

B. Activity

You warrant that you have the power to enter into this Agreement to deliver the funded Activity.

In carrying out the Activity, you must:

- (a) Comply with any codes of ethics, regulations or other industry standards relevant to the Activity;
- (b) Comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs;
- (c) Comply with any Commonwealth or departmental policy notified to you in writing; including any new or altered Commonwealth or departmental policy;
- (d) Acknowledge that the Grantee commenced work in relation to this Agreement, including the performance of the Activity, on 13 December 2019, and
- (e) Agree the General Grant Conditions of this Agreement apply on and from that date, and unless terminated earlier, expire on the Activity Completion Date.

In undertaking this Activity you must:

- develop governance arrangements to oversee the operation of the National Disability Research Partnership (NDRP), based on consultation with participating organisations within the NDRP;
- develop a research agenda to guide government investment in disability related research over the next five to ten years, based on consideration of research and analytical priorities of the Department, and consultations with other NDRP organisations; and
- plan and conduct a cross-collaborative validation projects on informed choice for participants in the NDIS, utilising the capacity and capability of participating organisations within the NDRP.

Costs the grant can be used for are:

- Conducting an environmental and literature scan of research activities currently underway or planned by NDRP partners;
- Establishing and documenting process documents and guidelines that outline how collaboration within the NDRP is to be utilised to inform research on Government disability policy development priorities;
- Planning for and conducting cross-collaborative research validation projects with NDRP partners (where appropriate) under the NDRP banner.
- Operating and administration expenses directly related to the delivery of services, such as:
 - staff salaries and on-costs which can be directly attributed to the provision of the counselling support services in the identified service area/s as per the grant agreement
 - telephones
 - rent and outgoings
 - computer/IT/website/software
 - insurance
 - utilities
 - postage
 - stationery and printing
 - accounting and auditing
 - travel/accommodation costs
 - assets that can be reasonably attributed to meeting agreement deliverables
 - screening processes for paid, unpaid and sub-contracted staff.

Important requirements

You must comply with:

- DSS Departmental Policies*;
- the relevant Guidelines*;
- the Data Exchange Protocols*; and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the DSS website www.dss.gov.au.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the Department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

Outlet Locations

Any changes to the outlet locations listed below must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS's funding.

The information may be published on a Commonwealth website.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	[REDACTED]	The University of Melbourne	Alan Gilbert Building Level 4 161 Barry St CARLTON VIC 3053

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia 2016	Australia

C. Duration of the Grant

The Activity starts on 13 December 2019.

The Activity (other than the provision of any final reports) ends on 30 June 2021, which is the Activity's Completion Date.

The Agreement ends on 30 November 2021 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is [REDACTED] (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2019-2020	[REDACTED]
2020-2021	[REDACTED]

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	[REDACTED]
Financial Institution	[REDACTED]
Account Number	[REDACTED]
Account Name	[REDACTED]

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

Taxes, duties and government charges

GST Provisions – you are a Government Related Entity

D.1 In this clause:

- (a) the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**' and '**decreasing adjustment**' have the same meaning as given in the GST Act; and
- (c) '**receiver of the supply**' has the same meaning as the term 'recipient' has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

- (a) the parties are both 'government related entities' as defined in the GST Act; and either:
 - (b) the payment of the Grant:
 - (i) is covered by an appropriation under an Australian law; and
 - (ii) is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or
 - (c) the payment of the Grant is a kind of payment specified in regulations made for the purposes of s.9-17 of the GST Act.

D.3 On the basis of the matter described in clause D.2, the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

D.4 You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.

D.5 If, despite clauses D.2 and D.3, one party ('**supplier**') makes a taxable supply to the other party ('**receiver of the supply**') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each Party:

- (a) has quoted its Australian Business Number to the other; and
- (b) must tell the other of any changes to the matters covered by this clause.

D.8 This clause survives the expiry or termination of this Agreement or any aspect of it.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	30 March 2020
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2020
Financial Acquittal Report	Financial Acquittal from 1 July 2019 to 30 June 2020 as per Item E.4	31 October 2020
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	30 January 2021

Commonwealth representative and address

Name of representative	
[REDACTED]	[REDACTED]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Organisation ID:	██████████
Agreement ID:	██████████

Signatures

Executed as an agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Social Services, ABN 36 342 015 855 in the presence of:

Marie Laffan

 (Name of Departmental Representative)



 (Signature of Departmental Representative)

Acting Team Leader

 (Position of Departmental Representative)

01./05./2020

Carol Hewson

 (Name of Witness in full)



 (Signature of Witness)

01.05.2020

Signed for and on behalf of The University of Melbourne, ABN 84 002 705 224 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

James McCluskey Deputy Vice-Chancellor, Research

 (Name and position held by Signatory)

eSIGNED by James McCluskey
 on 24-04-2020

 (Signature)
 24-04-2020 15:20:20 AEST
 / /

N/A

 (Name and position held by second Signatory/Name of Witness)

 (Signature of second Signatory/Witness)
 / /

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not

complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and

provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising out of or in any way in connection with a default or any unlawful, wilful or negligent act or omission on the part of the Grantee, its officers, employees, agents or subcontractors in connection with this Agreement.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date

of the notice; and

- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the

Material to a third party for its commercial use.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details[and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.