

Research Grants Program

Summary, Application Form and Funding Agreement

Rev F

May 2018

# Summary

## AAS Research Grant Assistance

The AAS intends to conduct timely research to help achieve the objectives of the Society.

A sub committee has been formed to develop the Research Grants Program. The limit for individual grants is currently $50,000 from a pool of funding currently set at $100,000 per 3 years.

## Purpose of the Plan

The AAS Federal Council has authorised a Research Grant Plan for the AAS Research Grants. The Plan identifies key research needs (projects) and provides that information to AAS members as guidance while they develop research projects. The Plan is not meant to take the initiative from applicants, but rather to use input from AAS members to identify strategic research needs that are appropriate.

## Navigating the Plan

For each project, specific objectives are given and the current technical challenges to be addressed by the research are explained. Many of the projects are outcome-based, which means that rather than specifying the type of research that should be conducted, the outcomes in terms of performance are specified. This approach will provide flexibility and encourage innovation in research.

Specific applications will be defined and scoped by applicants. The Research Grant committee evaluate and prioritise these against the agreed projects so the topics that best address these projects are funded first.

## Development of the Plan

The plan was developed collaboratively by membership of the AAS via a survey and the Research Committee with representation from each division. Once an initial list of project topics was formed based on the input from members, the Research Committee worked on the definition of each of the projects prior to approval by the Federal Council in November 2013. This document is available on request.

Areas nominated as a research priority are:

* Windfarm noise assessment
* Underwater noise monitoring & detection
* Environmental noise modelling and assessment
* Sleep disturbance assessment
* Transportation noise assessment

# Points to note before making an application

* AAS Research Grants is intended to be a flexible program in how eligible applicants may apply for funding.
* Applicants may submit multiple applications.
* Applicants must complete and submit the Application Form.
* All successful applicants will be required to provide matching or in-kind funding and report to the AAS at predetermined stages.
* Applicants must indicate which of the AAS Research Grants projects they wish to apply for and address the merit based criteria.
* Applications can be submitted at any time; however the closing date for review each year is 5pm Australian Eastern Standard Time on 31 May, and announcement of each award will be made on the 31st July with a review at the annual conference in November each year.

# Eligibility Criteria

Applications for AAS Research Grants assistance must be in the form required and meet the following eligibility criteria to be referred for merit assessment:

* The application must list key personnel or specified persons nominated to undertake the work, of which
  + at least one of the key persons participating in the work must be a financial AAS member under the grades of either Associate, Member or Fellow;
  + most must be Australian residents that are based in Australia or otherwise approved by the AAS in advance;
* the Applicant must be able to demonstrate to the satisfaction of the AAS that the funding provided by the AAS represents no more than 50% of the agreed project costs;
* the project aims to achieve the objective of one or more of the AAS Research Grants priority projects; and
* the application must be complete and contain sufficient information to undertake a merit assessment.

At the time of application you must represent one of the following:

* A company incorporated under the Corporations Act 2001;
* A researcher applying through an Australian University or Publicly Funded Research Agency (PFRA); or
* An individual or researcher who agrees to form a company incorporated under the Corporations Act 2001 if your application to AAS Research Grant is successful.

The source of matched (or in-kind funding) is important to the AAS because the society wants to maximise the benefit of the grant. An applicant does not need to have its share of funding fully available at the time of application. However, the applicant must demonstrate it can fund its share of project costs in the application such that the work can commence without financial delay.

The research can be funded by other sources such as federal or state grants. Examples where matched funding is not acceptable includes:

* The nominated funding or grant has been allocated to work already completed or unrelated to the topic of research.
* Another grant except where approved in writing by the AAS prior to commencement.
* For commercial development unless royalties are payable and agreed prior to the submission of the application.

It is also normally expected that, if the project succeeds, the applicant will own any IP resulting from the project. It is however a requirement to ensure that the AAS benefits from improved knowledge and AAS members have access to the knowledge through AAS conferences and journal articles in *Acoustics Australia*.

# Assessment Criteria

AAS Research Grant is a competitive, merit based program using the following criteria (equal weighting). This will be evaluated by a new committee made up of a minimum of 3 (up to 5) volunteers (selected by each state division (if they wish) and independent of Federal Council members). A chair appointed by the committee will coordinate the committee and report to the Federal Council. Conflicts of interests will be addressed by the committee chair, documented and submitted to the General Secretary for record keeping.

Each committee member will value the submission according to the following weightings:

1. Value for money and benefit to the AAS [30%]
   * Demonstrated value in terms of how the work promotes and advances the science and practice of acoustics in Australia, or otherwise benefits AAS members and the community
   * Proposed deliverables in regards to Reporting and Communicating Results (refer Section 7 on page 5)
   * Generation of novel or innovative technologies, or otherwise elevation of the general and technical knowledge in the literature
2. Alignment with area(s) nominated as a research priority by the AAS [30%]
   * Demonstrated understanding of the project background and problem
   * Expertise and capabilities of key personnel to undertake the work
   * Demonstrated alignment with the AAS Code of Ethics
3. Quality and completeness of submission [40%]
   * Clearly defined responsibilities, scope of work and methodology.
   * Clarity in the proposed inputs and deliverables, and timeframes thereof.
   * Demonstrated capacity and competency in completing similar work to that proposed.

# Applying for AAS Research Grant assistance

Applications can be submitted in accordance with advertised closing times. Before applying for assistance, applicants should consider whether they are eligible and likely to be competitive against the program merit criteria.

## Submitting an application

Acceptance of all final applications will be acknowledged where it is satisfied that the application is complete and eligible.

## Final decision

The AAS Research Grant committee will provide applicants with a decision on their application with a target of 45 calendar days from the date of the acceptance of a final application.

The AAS’s decision is final with regard to the offer of a grant, including the maximum funding level, terms and conditions for which assistance is offered under the program. The approval or rejection of any application is at the absolute discretion of the AAS, and that satisfaction of all eligibility and merit criteria is not a guarantee that the application will be approved.

If the application succeeds, the applicant will receive a written offer of assistance, and will have 30 calendar days from the date of the offer to execute a Funding Agreement with the AAS as described in the following section. The offer of the Funding Agreement may be withdrawn if not executed within this time.

If the application is not successful, the applicant will be notified and provided the opportunity to discuss the outcome with the AAS’s representative.

The project description will be published on the AAS website if the application is successful.

# Funding Agreement process for successful applicants

The Funding Agreement is a legal contract between the program participant(s) and the AAS. A draft of the Agreement terms and conditions is attached. A successful applicant is required to enter into a Funding Agreement with the AAS on terms and conditions which are satisfactory to the AAS, and the AAS has no obligation to provide any funding under the research grant unless and until the Applicant enters into such Funding Agreement.

The Funding Agreement will set out the project milestones and the participant’s compliance and reporting obligations, reflecting information provided in the original application.

An executed funding agreement provides funding over the life of a project. To qualify as eligible expenditure, the participant must incur it on or after the project commencement date. Until a funding agreement is executed, there is no guarantee that the AAS will provide grant funding. Therefore, an applicant offered a grant bears the risk of any expenditure it incurs before a funding agreement is executed.

# Reporting and Communicating Results

Under the terms of the funding agreement, participants will be required to report on their project. These reports identify project progress and expenditure for a given reporting period. The frequency of progress reports varies depending on the funding assistance component.

Participants will typically be required to provide the following:

* Regular progress reports using a standard format and timing to be agreed in advance (typically quarterly, six monthly or annual depending on size of grant, and aligned to dates of the AAS’s financial and tax reporting obligations). Grant payments are in part based on these reports, taking into account achievement of project milestones.
* Submission of a technical report after the project is completed
* Presentation on findings at the AAS national conference or industry equivalent
* Technical paper for publication in Acoustics Australia

## Exiting the program

AAS acknowledges the research nature of projects supported by the program and recognises that some projects will fail. Participants will have to prove their project’s ongoing progress against performance milestones as set out in the funding agreement.

Participants may be required to exit the program where their project fails to meet agreed milestones or moves beyond the scope of the AAS program, or the AAS reasonably believes that funds are not being used exclusively for the research approved.

Participants may voluntarily terminate their project if participants realise during the term of their funding agreement that their project will not achieve its objectives. A report stating the findings of the project will be required in this case.

## Promotion

AAS may use information derived from the project and participants for promotional activities. This may involve press advertising, promotional material on the AAS website and case studies. AAS will publish on its Research Grants web page the ‘Project description for publication purposes’ provided by successful applicants.

Note that applicants give their consent for AAS to use the ‘Project description for publication purposes’ in promotional material when signing and submitting their application for assessment. No further consent from successful applicants will be sought by AAS to publishing this information.

The applicant shall acknowledge the AAS in publishing any material electronically or in print related to the project. The applicant shall seek permission prior to publishing material related to the project.

# AAS Research Grant Application Form

## Part A: Applicant Details

|  |  |  |  |
| --- | --- | --- | --- |
| **Applicant(s)**: | |  | **Office use only** |
| **Project title:** | |  |  |
|  |  |  | ***Received date of application*** |

### A1. Complete this part (Part A1) if you are applying as a non-tax exempt company incorporated under the Corporations Act 2001

#### A1.1 Company name and registration

|  |  |  |
| --- | --- | --- |
| Registered business name |  | |
| Trading name (if trading under a name other than the registered business name) |  | |
| Australian Business Number (ABN) |  | |
| Is the applicant registered for GST? |  |  |
| Is the applicant listed on the Australian Stock Exchange (ASX) or other exchange? |  | If **Yes**, ASX/other code |
| Is the applicant’s parent company listed on the Australian Stock Exchange (ASX)? |  | If **Yes**, ASX/other code |

A1.2 Incorporated trustee details (where applicable)

|  |  |
| --- | --- |
| Name of trust |  |
| Type of trust |  |
| Australian Business Number (ABN) of the trustee |  |

A1.3 Related bodies corporate (as per Section 50 of the Corporations Act 2001)

|  |  |  |
| --- | --- | --- |
| Does the applicant have any related bodies corporate? | YES | NO |

If **Yes**, provide details of the applicant’s ultimate holding company:

|  |  |
| --- | --- |
| Legal name |  |
| Country of incorporation |  |
| If the company to perform the project is, or will be, ultimately controlled by a university or PFRA, provide the name and ABN of the university or PFRA. |  |

It is mandatory to attach a diagram of the applicant’s company group structure—showing the legally registered name and country of incorporation of each body corporate, the relationships and relative shareholdings within the group.

### A2. Complete this part (Part A2) if you are applying as:

**a researcher applying through a university or PFRA**

**an individual or researcher who agrees to form a company if the application is successful**

#### A2.1 Researcher/Individual details

|  |  |
| --- | --- |
| Full name of the Researcher or Individual |  |
| Relationship to the university/PFRA (not applicable for individuals applying on their own) |  |

A2.2 University/PFRA details (not applicable for individuals applying on their own)

|  |  |  |
| --- | --- | --- |
| Indicate the type of organisation you are |  | University |
|  | PFRA |
|  |  |
| Organisation name |  | |
| Name of university or research organisation you are assisting in this application |  | |
| Australian Business Number (ABN) |  | |
| Are you registered for GST? |  |  |

### A3. Applicant’s Representative / Primary Contact (to be completed in full)

|  |  |
| --- | --- |
| Title |  |
| Given name |  |
| Family name |  |
| Position / Occupation |  |
| Qualifications |  |
| AAS Membership Level |  |

**Contact details**

|  |  |
| --- | --- |
| Preferred method for correspondence (email; phone; letter) |  |
| Office telephone number |  |
| Mobile telephone number |  |
| Email address |  |

**Postal address**

|  |  |  |
| --- | --- | --- |
| Address |  | |
| Suburb/town |  | |
| State/Territory |  | |
| Postcode |  |

## Part B: Project Details

Please include pictures and diagrams in the application where useful. However, for email submission the total size of the application including attachments must not exceed 10 megabytes.

### B1. Project title

Write a project title that would be suitable for publicity purposes.

(10 words or fewer)

|  |
| --- |
|  |

### B2. Project Duration

Record the proposed Start and End Dates for the Project for which you are seeking support

|  |  |
| --- | --- |
| Project Start date (dd/mm/yyyy): |  |
| Project End date (dd/mm/yyyy): |  |

### B3. Project Description and Planned Project Outcomes

Provide a concise outline of the Project for which you are seeking AAS support. Please explain what you are intending to do, key activities and expected outcomes under the headings below.

(600 words or fewer)

|  |
| --- |
| **Project Scope and Intent:**  **Research Objective:**  **Key Activities:**  **Intended Project Outcomes:**  **Deliverables:** |

### B4. Project expenditure

|  |  |  |  |
| --- | --- | --- | --- |
| ***Component*** | ***Estimated Expenditure by Financial Year*** | | |
| ***Financial Year 1*** | ***Financial Year 2*** | ***Financial Year 3*** |
| Total expenditure | $ | $ | $ |

Notes:

* The AAS may request additional information on expenditure breakdown during the application process.
* Expenditure figures should be exclusive of GST.

### B5. Applicant’s share of project costs

Explain how the applicant will fund its share of the project costs involved in undertaking the project. Attach evidence to demonstrate the source of the Applicant’s share of project costs (e.g. letter from the Applicant's bank or other financier confirming the provision of credit facilities, confirmation of donation commitments or receipt of donations, or confirmation of grants received from other sources). Note that funding must be new funding and not matched to other grants.

(200 words or fewer)

|  |
| --- |
|  |

## Part C: Merit Criteria

Applications will be assessed against the merit criteria. Please address each of the merit criteria by following the prompts underneath each criterion as applicable. Include pictures and diagrams in the application where useful. However, for email submission the total size of the application including attachments must not exceed 10 megabytes.

### Merit Criterion 1 – Value for money

|  |
| --- |
|  |

In addressing this criterion ensure you address the following:

* Explain why you do not have sufficient financing to fund the entire project.
* Explain why it would be unreasonable to expect that you should obtain financing from alternative sources.
  + What efforts have you made to obtain financing from alternative sources?
  + Explain why shareholders and directors do not have sufficient resources to provide the necessary funding for the project.

### Merit Criterion 2 - Alignment with areas nominated as a research priority by the AAS

|  |
| --- |
|  |

Explain the proposition for the project and why it is consistent with the AAS Research Grant plan and applicable to at least one priority projects. Examples include:

* Community needs
* AAS stated objectives

### Merit Criterion 3 – Demonstrated execution plan and key deliverables

|  |
| --- |
|  |

Explain your execution plan, for example:

* overall objectives and tactics to achieve these objectives
* the core elements of your research plan
* how you intend to use the findings of the project

### Merit Criterion 4 - Demonstrated appropriate management or oversight capability over the research team

|  |
| --- |
|  |

In addressing this criterion ensure you address the following:

* Explain, in relation to the particular stage that your project is at, what level of expertise you have in research and project management and the relevant sector/technology domain.

## Part D: Project Grant Details

### D1. Grant Amount Sought

|  |  |
| --- | --- |
| Total expenditure ($A) | $ |
| AAS Research Grant ($A) | $ |
| Grant Percentage (% of expenditure) | % (should be 50% or less) |

### D2. Milestones

In the following table please list the Milestones for your project you plan to achieve during the grant period.

**(Add/delete ‘milestone, deliverables and key activities’ rows as appropriate)**

|  | ***Milestone and key activities*** | ***Estimated Cost*** | ***Start date*** | ***End date*** |
| --- | --- | --- | --- | --- |
| 1 | Milestone Title 1:  [Enter details of the service here] | $ |  |  |
| 2 | Milestone Title 2:  [Enter details of the service here] | $ |  |  |
| 3 | Milestone Title 3:  [Enter details of the service here] | $ |  |  |
| 4 | Milestone Title 4:  [Enter details of the service here] | $ |  |  |

## Part E: Attachments Checklist

### E1. Mandatory Attachments

The following attachments must accompany this application form (please complete the checkbox):

|  |  |
| --- | --- |
|  | Evidence that the applicant can fund its share of project. |
|  | Collaborative partnership agreements (as appropriate) |

### E2. Additional Attachments

If you wish to include additional documents these should be limited to those directly relevant to and supporting the application. If applicable, please list additional attachments:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tick where applicable** | **Question No.** | **Name of document** | **How the attachment will**  **be provided** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Part F: Declaration

|  |  |
| --- | --- |
| I, declare that I am authorised by the company or the individual/researcher warranting to form a company or the university/PFRA named in this application to complete this form and to sign and submit this declaration as the ‘Applicant’s Representative’ on behalf of the Applicant. |  |
| I understand and accept that if the application is approved for funding, the project title, an agreed project summary, the total project cost, total expenditure and grant amount offered may be published. |  |
| I declare that the information contained in this application together with any statement attached (including any financial statements, undertakings or clarifications provided to the accountant responsible for the accountant’s letter that may accompany the application) and any further information or documentation subsequently provided to the AAS in relation to this application is or will be—to the best of my knowledge—true, accurate and complete in all material particulars. The applicant agrees to indemnify the AAS for any losses flowing from misleading or false information in this application, and shall repay any funds provided by the AAS in reliance of such information. |  |
| I understand and accept that that strict conditions may apply in regards to ownership of Intellectual Property in receiving research funding, and that as part of any agreement involving funding from the AAS, I am required to ensure that such agreements with any third parties do not conflict. |  |
| I understand the approval or rejection of any application is at the absolute discretion of the AAS, and that satisfaction of all eligibility and merit criteria is not a guarantee that the application will be approved. |  |
| I have read, understand and accept the terms and conditions outlined in the Funding Agreement attached. I understand a successful applicant is required to enter into a Funding Agreement with the AAS on terms and conditions which are satisfactory to the AAS, and the AAS has no obligation to provide any funding under the research grant unless and until the Applicant enters into such Funding Agreement. |  |
|  |  |

F1 Applicant’s Representative / Signatory Details

|  |  |
| --- | --- |
| Title |  |
| Given name |  |
| Family name |  |
| Job title |  |

F2 Signature

|  |  |
| --- | --- |
| Signature  Print name of signatory | Date |
| Witness Signature  Print name of witness |  |

**Funding Agreement**

Section 1 – Agreement

This Funding Agreement (the **“Agreement”**) is executed and delivered on this [DATE]th day of [MONTH] [YEAR] (the **“Effective Date”**)

by and BETWEEN:

(1) **AUSTRALIAN ACOUSTICAL SOCIETY**, ABN 28 000 712 458 of ST LUCIA QLD 4067 (the **“AAS”**); and

(2) [LEGAL NAME OF APPLICANT], a company organised and existing under and by virtue of the laws of [Country of Establishment] and having its registered address at [Registered Address of Applicant] (the **“Applicant”**)

The AAS and the Applicant are sometimes collectively referred to as “Parties” and individually as a “Party”.

BACKGROUND:

* 1. The AAS desires to appoint the Applicant to provide the Services in relation to the Project via its particular capabilities, competencies and experience.
  2. The Applicant has represented that it is willing to provide the Services to a high standard in compliance with the requirements of this Agreement and has the necessary capabilities, competencies and experience to carry out the Services.

**IT IS AGREED**:

1. Unless otherwise defined in the Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement (Section 1), namely:
   1. Section 2: Conditions of Agreement;
   2. Section 3: Appendix to Conditions;
   3. Section 4: Completed Application Form (including summary and introduction);
3. All the documents forming this Agreement are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in or between those documents, the Applicant shall notify the AAS immediately and shall comply with any clarification or decision of the AAS and no such clarification shall entitle the Applicant to any additional payment or extension of time under or in connection with this Agreement.
4. The Applicant warrants that all information provided to AAS in this Application and in relation to any associated funding Agreement is accurate, complete and not misleading. The Applicant indemnifies the AAS for any losses flowing from any such breach of warranty, and is required to repay any funds provided by the AAS in reliance of such information.
5. In consideration of the payments to be made by the AAS to the Applicant as hereinafter mentioned, the Applicant hereby agrees with the AAS to perform and complete the Services, remedy any defects therein and satisfy the Applicant's other obligations under this Agreement in conformity, in all respects, with the provisions of this Agreement. This will include regular progress reports using a standard format and timing to be agreed in advance (typically quarterly, six monthly or annual depending on size of grant, and aligned to dates of the AAS’s financial and tax reporting obligations). Grant payments are in part based on these reports, taking into account achievement of project milestones. Depending on the scale and funding level, the AAS will also require one or more of the following deliverables, to be mutually agreed:
   1. Submission of a technical report after the project is completed.
   2. Presentation on findings at the AAS national conference or industry equivalent.
   3. Technical paper for publication in *Acoustics Australia*.
6. The AAS hereby agrees to pay the Applicant in consideration of the performance of the Services, the remedying of any defects therein and the performance of the Applicant's other obligations under this Agreement, the Service Fee and/or such amounts as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement. Payment must be based on achieving project milestones and deliverables being provided against milestones. This agreement is based on key personnel outlined in the application form carrying out work, and may be terminated should key personnel not carry out services.
7. If and to the extent that the Applicant constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, the parties comprising the Applicant shall be jointly and severally liable to the AAS for the performance of the Applicant's obligations under this Agreement and all liabilities of the Applicant arising under or in connection with this Agreement or the performance of the Services or the Applicant's other obligations hereunder.
8. This Agreement may be executed in counterparts, each of which shall be deemed originals, and all of which taken together shall constitute one and the same instrument. Transmission of a signed counterpart by email or fax shall be deemed the equivalent of delivery of the original.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed in accordance with their respective laws, on the date first before written, by their respective duly authorized representatives below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**AUSTRALIAN ACOUSTICAL SOCIETY**

By

Name: Click here to enter text.

Title: Click here to enter text.

**[APPLICANT]**

By

Name: Click here to enter text.

Title: Click here to enter text.

Section 2 – Conditions of Agreement

1. Definitions
   1. **“AAS”** means Australian Acoustical Society, ACN 000 712 658.
   2. **“AAS Representative”** means the person named as such in the Appendix to Conditions or appointed from time to time by the AAS pursuant to Clause 4 who acts on behalf of the AAS. The primary functions of this person is to act as the primary point of contact for the AAS, manage and discharge the AAS’s responsibilities under the Agreement and observe the production of Deliverables by the Applicant.
   3. **“AAS’s Representative's Delegate”** has the meaning given in clause 4.4.
   4. **“AAS Indemnified Parties”** has the meaning given in clause 11.1.
   5. **“Applicant”** is the entity defined in the Application Form Part A and with whom this Agreement is entered into by the AAS and the legal successors in title to such person, but not (except with the consent of the AAS) any assignee of such person.
   6. **“Applicant’s Representative”** means the person named by the Applicant and identified in the Application Form or appointed by the Applicant from time to time in accordance with Clause 5, who acts on behalf of the Applicant. The primary functions of this person is to act as the primary point of contact for the Applicant, manage and discharge the Applicant’s responsibilities under the Agreement.
   7. **“Deliverables”** has the meaning given in clause 10.2.
   8. **“Documents”** means originals, disks, duplicates and negatives of all drawings, designs (including computer-aided designs (CAD) and computer-aided manufacturing (CAM) materials), diagrams, plans, photographs, specifications, bills of quantities, models, calculations, technical data, reports and other documents and recorded information, in any format and of any nature whatsoever (including any computer software developed by or for the Applicant used to generate the same and designs in them), which have been or will be written, prepared and/or produced by or on behalf of the Applicant for any purpose whatsoever in connection with the Services, including drafts and reproduction copies thereof.
   9. **“Effective Date”** has the meaning given in Clause 6.1.
   10. **“Industrial Action”** means industrial action of any description including any action of the following kinds:
       1. the performance of Services by any person employed or engaged by the Applicant or the Applicant’s agents or subcontractors in a manner different from that in which it is customarily performed, or the adoption of a practice in relation to Services, the result of which is a restriction or limitation on, or a delay in, the performance of the Services;
       2. a ban, limitation or restriction on the performance of Services by any person employed or engaged by the Applicant or the Applicant’s agents or subcontractors, or on the acceptance of or offering for Services by such a person; or
       3. a failure or refusal by any person employed or engaged by the Applicant or the Applicant’s agents or subcontractors to attend for Services or to perform any Services.
   11. **“Industrial Relations Issue”** means any issues arising out of or pertaining to the relationship between:
       1. the Applicant and the Applicant’s employees, agents or Applicant’s subcontractors;
       2. any persons employed or engaged by the Applicant or the Applicant’s agents or Applicant’s subcontractors; or
       3. any representatives of the persons in paragraph (b).
   12. **“Intellectual Property Rights”** means any and all current and future intellectual and industrial property rights and interests, including any:
       1. patents, trademarks, service marks, rights in designs, trade names, copyrights, utility models, eligible layout rights and topography rights, inventions, discoveries, trade secrets, know how, software and improvements;
       2. applications for, or right to apply for registration of any of them;
       3. rights under licences and consents in relation to any of them; and
       4. other forms of protection of a similar nature or having equivalent or similar effect to any of them,

in Australia and the world, whether registered or unregistered, for the duration of the rights and interests.

* 1. **“Internal Cost Rate”** means the internal hourly labour cost rate borne by the Applicant to undertake the Scope of Services in the reasonable opinion of the AAS’s representative, not exceeding $50 per hour.
  2. **“Legal Requirements”** means all applicable laws, ordinances, codes, rules, regulations and binding guidance of any legally constituted public authorities having jurisdiction over the Main Contract Works and the Project.
  3. **“Moral Rights”** has the meaning given in the Copyright Act 1968 (Cth).
  4. **“Pre-existing Documents”** has the meaning given in Clause 10.1.
  5. **“Scope of Services”** means the proposed activities outlined in the Application Form, including but not limited to that described in Part B3. This also includes regular reporting as required by the AAS.
  6. **“Service Fee”** means the fee stated in Section 3 payable to the Applicant as full remuneration for the due and proper performance of the Services in accordance with this Agreement, with labour cost components determined on the basis of the Internal Cost Rate.
  7. **“Services”** means the services provided by the Applicant pursuant to this Agreement and in accordance with the Scope of Services, as amended by mutual agreement.

1. Interpretation
   1. In this Agreement, unless the context otherwise requires:
   2. references in the singular number shall include references in the plural number and vice versa, and words denoting any gender shall include every gender;
   3. the words “including”, “includes” or “include” are to be construed without limitation;
   4. a reference to a particular Article, Clause, Appendix or Section shall be a reference to that Article, Clause, Appendix or Section in or to this Agreement;
   5. headings are inserted for convenience only and are to be ignored for the purposes of construction;
   6. a reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment of it and any orders, regulations, directions, schemes, guidance and rules made under it;
   7. references to an agreement, deed, instrument, licence, code or other document (including this Agreement), or to a provision contained in any of these, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned or novated; and
   8. a reference to a “person” includes any person, firm, company, government, state or agency of a state, or any association, foundation, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing, and words denoting natural persons include any other persons.
2. Independence
   1. The Applicant’s status shall be that of an independent contractor and not that of a servant, agent or employee of the AAS. Nothing contained herein shall be construed as creating a joint venture or any form of partnership relationship between the Parties hereto. The Applicant is not authorised to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of the AAS. The Applicant shall at its own expense comply with all applicable worker's compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other legal requirements applicable to its employees.
3. AAS's Representative
   1. The AAS shall appoint the AAS's Representative at their discretion and shall give that person all authority necessary to represent and act on the AAS's behalf under this Agreement.
   2. If the AAS's Representative is not named in the Appendix to Conditions, the AAS shall notify the Applicant of the name and particulars of the person appointed, within fourteen (14) days from the Effective Date.
   3. The AAS may change the AAS's Representative from time to time and shall promptly notify the Applicant of the name and particulars of any replacement so appointed.
   4. The AAS’s Representative may from time to time appoint individuals to exercise delegated AAS’s Representative's functions (“AAS’s Representative's Delegate”) provided that AAS’s Representative forthwith gives the Applicant written notice of respectively:
      1. the appointment, including the AAS’s Representative's Delegate's name and delegated functions; and
      2. the termination of each appointment.
4. Applicant's Representative
   1. The Applicant shall appoint the Applicant's Representative and shall give that person all authority necessary to act on the Applicant's behalf under this Agreement at all times. If the Applicant's Representative is not named in the Appendix to Conditions, the Applicant shall, within seven (7) days from the Effective Date, submit to the AAS for its consent the name and particulars of the person the Applicant proposes to appoint as the Applicant's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Applicant's Representative in the opinion of the AAS, the Applicant shall similarly submit the name and particulars of another suitable person for such appointment.
   2. The Applicant's Representative shall attend meetings arranged by the AAS on reasonable terms and where mutually agreed in advance. The Applicant shall not, without the prior consent of the AAS, revoke the appointment of the Applicant's Representative or appoint a replacement.
   3. The Applicant’s Representative must implement reasonable measures to safely store and protect any Deliverables or Documents produced as a result of the Agreement.
5. Commencement, Payments and Completion
   1. This Agreement shall be effective as of the date set out at the beginning of Section 1 (the “Effective Date”) and shall continue in full force and effect from the Effective Date until the earlier of:
      1. its termination in accordance with Clause 8; or
      2. completion of the Services provided under this Agreement.
   2. The Applicant shall provide in-kind and/or financial support from third parties during the term of the Agreement with a total financial value reasonably equal to or in excess of the Service Fee, and provide evidence of such funding from time to time to the satisfaction of the AAS. In-kind support provided by the Applicant will be valued on the basis of internal costs likely to be borne by the Applicant in the reasonable opinion of the AAS’s representative, with labour component costs not exceeding the Internal Cost Rate.
   3. The Applicant shall perform the Services from the Effective Date in accordance with this Agreement.
   4. The Applicant shall commence, carry out and complete the Services with due diligence and expedition in accordance with the program nominated in the Application Form Part D2 or as otherwise mutually agreed. The Services must be performed by key personnel or specified persons nominated by the Applicant, most of whom must be Australian residents or otherwise approved by the AAS’s Representative in advance.
   5. The Applicant shall at all times take reasonable steps to keep the AAS fully and properly informed on all aspects of the progress and performance of the Services and shall further provide the AAS with all such information and documentation in connection with the Services as the AAS may reasonably require.
   6. If the Applicant is or is likely to be prevented or delayed in the performance of the Services for any reason it will immediately give notice to the AAS stating the specific reason for and the measures it shall take to mitigate the effect of such delay or prevention.
   7. If necessary in the AAS's reasonable opinion, the AAS may, in due consultation with the Applicant, adjust the Time Schedule for Services in consideration of:
      1. any variation in the Scope of Services; and/or
      2. the AAS's decision that such revision to the Time Schedule for Services is necessary,

to ensure the timely execution of the works contracted. The Applicant shall comply with such adjustment as instructed by the AAS.

* 1. Neither Party shall be liable to the other for or in relation to a delay in the performance of the Agreement to the extent that such delay is caused by a force majeure event. Any determination made as to what constitutes a force majeure event and the consequences thereof and the relief or other entitlement flowing therefrom will be binding on the Parties under this Agreement. In no case shall a Party claim the occurrence of a force majeure event in relation to its obligations to the other Party unless the AAS’s Representative shall have recognised in writing the existence of the said force majeure event.
  2. The Applicant must for the duration of the Agreement comply with the AAS Code of Ethics as published on the AAS website.

1. Fees and Services
   1. Subject to the following subclauses, the AAS shall pay the Applicant the Service Fee for all of the Services and the full performance and observance by the Applicant of all its duties, obligations, liabilities and responsibilities.
   2. In addition to the Service Fee, the AAS will pay GST to the Applicant where required under applicable taxation law in relation to the Services provided.
   3. Detailed invoices for payment shall be submitted by the Applicant to the AAS together with supporting documentation as may be reasonably required by the AAS. Invoices shall contain:
      1. an itemisation of the Services or part of the Services performed by the Applicant for the payment covered by the invoice in accordance with milestones and deliverables, and
      2. evidence of the Applicant’s compliance with Clause 6.2 to the satisfaction of the AAS.
   4. Subject to Clauses 7.5, 7.7 and 7.9, payments for any undisputed invoice shall be made by the AAS within the time period specified in Section 3, after the AAS's receipt of an invoice and all such supporting documentation duly prepared and submitted in accordance with this Agreement. The AAS shall have the right to modify or withhold the value of any invoice if the Services or a part thereof are not, or have not, been carried out to the AAS's reasonable satisfaction or if any part of the invoice is in dispute or not in compliance with Clause 7.3 above.
   5. Where the AAS has made payments to the Applicant prior to the Effective Date in connection with the subject matter of this Agreement including any payments under the Letter of Intent (if any), such payment shall be deemed to be made under this Agreement.
   6. The AAS retains the right to access, inspect and copy relevant information and documents of the Applicant in relation to the project. The AAS may at its sole option and discretion immediately discontinue funding where the Applicant fails in a reasonable timeframe to prove the project's ongoing progress against agreed performance milestones. In the case of mutual agreement that reduces the Services, there shall be a fair and reasonable reduction in the amounts payable to the Applicant.
   7. The Applicant shall be responsible for any and all taxes, duties, fees, costs and expenses (except for GST) in connection with or resulting from the Services performed by the Applicant under this Agreement and the Service Fee shall be deemed to be inclusive of all such taxes, duties, fees, costs and expenses other than GST.
   8. If the AAS is required by any applicable law or other binding requirement to deduct withholding tax from any amounts payable to the Applicant under or in connection with this Agreement, the AAS shall make such withholding and account to the relevant authority. The Applicant alone shall be responsible for recovering such withholding from the relevant authorities, but the AAS shall provide such assistance as the Applicant may reasonably require in relation to such process of recovery.
   9. The AAS may at any time, set-off, deduct or otherwise withhold any liability of the Applicant to the AAS against any liability for professional fees payable by the AAS to the Applicant, regardless of whether either liability is present or future, liquidated or unliquidated. If the liabilities to be set-off are in different currencies, the AAS may convert either liability at a market rate of exchange in its usual course of business for the purpose of the set-off. Any exercise by the AAS of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Agreement, at law or otherwise.
   10. The sums payable pursuant to this Clause shall be the full and exclusive remuneration by the AAS to the Applicant for the performance of the Services. The obligations of the Applicant under this Agreement shall not be reduced or affected by any payment. A payment does not constitute acceptance of the Services or any parts thereof.
2. Representations and Acknowledgements
   1. The Applicant acknowledges and agrees that:
      1. the Applicant possesses and will keep in force all required licenses, permits and consents to perform the Services; and
      2. the employees, agents and subcontractors of the Applicant performing the Services are suitably qualified, licensed as required, and skilled to perform the Services.
3. Termination
   1. The AAS may terminate this Agreement in its sole and absolute discretion at any time without cause and for any reason (including the AAS’s convenience) by giving 7 days written notice to the Applicant. If the AAS terminates this Agreement in accordance with this Clause 8.1, the AAS may employ and pay other persons to complete the Services.
   2. If this Agreement is terminated pursuant to Clause 9.1 in circumstances where the Applicant is not in breach of any of its obligations under this Agreement, the AAS will, as full compensation and as sole and exclusive remedy to which the Applicant shall be entitled, make payment to the Applicant of the contractual value of the services duly and properly completed in accordance herewith prior to the date of termination. Upon the AAS’s notice of termination of this Agreement, the Applicant shall forthwith immediately discontinue rendering services under this Agreement, other than necessary record keeping and administration services required for an orderly wind-up of the Applicant’s services in accordance with the AAS’s instructions and shall deliver to the AAS any and all Documents and such other information and materials that have been produced or accumulated by the Applicant under this Agreement or relating to the Project.
   3. The applicant shall warrant the information contained in the application form and provided to the AAS is accurate, complete and not misleading. The applicant agrees to indemnify the AAS for any losses flowing from misleading or false information in this application, and repay any funds provided by the AAS in reliance of such information.
   4. Compliance with eligibility and merit criteria is a condition for ongoing operation of this agreement. This agreement may be terminated where these criteria are no longer met.
   5. The AAS may terminate the Agreement immediately with prejudice in the occurrence of any event in respect of the Applicant of bankruptcy, insolvency or non-compliance with the AAS Code of Ethics.
4. Intellectual Property
   1. All pre-existing design, drawings, specifications, and other documents and any information and Intellectual Property Rights contained therein (the **“Pre-existing Documents”**) provided to and utilised by either Party in carrying out the obligations under this Agreement shall remain the property of the person or organisation providing such information. The Applicant hereby grants to the AAS a permanent, freely transferable, non-exclusive and royalty-free license to use, copy, or modify any such Pre-existing Documents provided or utilised by the Applicant (including the Intellectual Property Rights contained in them) for any purpose in relation to the Project.
   2. Conditional to the following subclauses 10.3, 10.4 and 10.5, all Documents and any information and Intellectual Property Rights contained therein which are developed, created or provided under or in connection with the performance of this Agreement (the **“Deliverables”**) shall become the property of the Applicant and the AAS hereby transfers and assigns ownership of such Deliverables and the Intellectual Property Rights contained in them to the Applicant.
   3. The Applicant grants to the AAS a non-exclusive and royalty-free license to use, copy, or modify the Deliverables (including the Intellectual Property Rights contained in them) for any purpose at any time. The Applicant must pay the AAS a royalty proportional to the Intellectual Property developed under this Funding Agreement where the Intellectual Property is incorporated into a software or hardware product for commercial purposes. The proportional royalty must be mutually agreed prior to payment to the AAS.
   4. The Applicant shall not enter into any agreement with a third party which prohibits Clause 10.3.
   5. Until the completion of the Services provided under this Agreement, the Applicant, the Applicant’s Representative or any of its agents shall not use, publish or disclose the Deliverables for any purpose without the prior written approval of the AAS, other than for the performance of its obligations under this Agreement.
   6. The Applicant shall indemnify, defend and hold harmless the AAS against all expenses, losses, claims, damages, or proceedings suffered or incurred by the AAS, including legal expenses and attorney’s fee, arising out of or in connection with the infringement or alleged infringement of any Intellectual Property Rights arising from or in relation to the performance by the Applicant of its obligations under this Agreement or the use of the Pre-existing Documents and/or the Deliverables.
   7. If such infringement or alleged infringement under Clause 10.6 above prevents the performance of the obligations of the Applicant under this Agreement or use of the Deliverables, or if any injunction is issued, the Applicant shall have such prevention or injunction removed at their sole expense.
   8. The Applicant shall ensure that it does not infringe any Moral Right of any author of any work in performing the Services. The Applicant agrees:
      1. to obtain from each author of any work to be incorporated into the Deliverables, or used during, or as part of the Services, a written consent which permits the AAS and the AAS’s Representative to (whether occurring before or after consent is given):
         1. use, reproduce, adapt or exploit all or any part of such work in question, with or without attribution of authorship;
         2. supplement such work in question with any other material; or
         3. use such work in question in a different context to that originally envisaged; and
      2. upon request, to provide the executed original of any such consent to the AAS.
5. Indemnity
   1. In addition to any liability or obligation of the Applicant to the AAS under any other provision of this Agreement, at law or otherwise, the Applicant shall be liable to and will indemnify the AAS, and its respective direct or indirect members, partners, shareholders, principals, trustees, beneficiaries, directors, officers, employees, agents, and anyone else acting for or on their behalf (collectively the “AAS Indemnified Parties”) from and against reasonably foreseeable liability or loss (including reasonable legal expenses) in respect of injury (including death) to any person or damage to any property arising out of or in connection with the Services under this Agreement to the extent that the liability or loss is due to the negligence of the Applicant or its employees, sub-Applicants or agents for whose acts, errors or omissions the Applicant is legally liable, including:
      1. any infringement of any Intellectual Property Right and Moral Rights arising out of performance of the Services or use by any of the AAS Indemnified Parties of the Documents and Deliverables produced by the Applicant in connection therewith;
      2. any gross negligence or wilful misconduct of the Applicant, its subcontractors and their respective servants, employees, officers, shareholders, members, partners, directors, subcontractors, agents, invitees or licensees in the performance of the Services under this Agreement;
      3. bodily injury, sickness, disease or death of any person or damage to or loss of any real or personal property arising out of or in the course of or by reason of the Services; or

Such indemnity shall not be construed to negate, abridge or otherwise reduce any other right, obligation or indemnity which would otherwise exist as to any party or person described in this Clause.

* 1. The indemnity given by the indemnitor pursuant to clause 11 will be reduced proportionately to the extent that any negligent, wilful or unlawful act by the indemnitee or its employees, agents or contractors may have contributed to any liabilities, loss, injury, death, loss or damage to property referred to in that sub-clause.

1. Suspension by the AAS
   1. If the AAS considers that the suspension of the whole or part of the Services is necessary, the AAS may, in its absolute discretion, direct the Applicant to suspend the performance of the whole or part of the Services for such time as the AAS thinks fit.
   2. If the AAS suspends any of the Services under Clause 12.1, the AAS may at any time give the Applicant a written notice to resume performing the suspended Services. The Applicant shall resume performing those Services as soon as practicable after the date of the notice, and in any event no later than 5 business days after the date of the notice.
   3. Any cost incurred by the Applicant by reason of a suspension under Clause 12.1 will be borne by the Applicant, except if the suspension is due to:
      1. an act or omission of the AAS, the AAS’s Representative or an employee, agent or other Applicant or subcontractor of the AAS; or
      2. a reason for which the AAS is responsible and the suspension causes the Applicant to incur more or less cost than otherwise would have been incurred.
2. Confidentiality and Non-Publication
   1. In connection with this Agreement, the AAS may provide the Applicant (directly or through third parties) with information to enable the Applicant to render the Services hereunder. The Applicant recognises and acknowledges that all such information shall be considered highly sensitive to the AAS’s interests. The Applicant agrees:
      1. to treat, and to obligate the Applicant's employees to treat, as secret and confidential all such information where identified by the AAS as confidential; and
      2. not to disclose any such information or make available any reports, recommendations and/or conclusions (including the Documents, Deliverables and other materials) which the Applicant may make for the AAS to any person, firm or corporation or use the same in any manner whatsoever without first obtaining the AAS's written approval either during the performance of the Services or after the expiry or termination of the Agreement.
   2. The Applicant shall not in the course of performance of this Agreement or thereafter use or permit the use of the AAS's name nor the name of any affiliate of the AAS, nor any picture of or reference to the Project in any advertising, promotional or other materials prepared by or on behalf of the Applicant, nor disclose or transmit the same to any other party. The Applicant shall not publish, permit to be published, or disclose any particulars of the Services under this Agreement in any trade or technical paper or elsewhere without first obtaining the AAS's written approval.
   3. If required in writing by the AAS, the Applicant shall enter into a separate agreement not to disclose to anyone else any confidential matter even after the expiry or termination of the Agreement.
   4. Notwithstanding any other provision in this Agreement a party may:
      1. Pass on information to its insurance broker, legal representatives and financial or accounting advisors it is reasonably necessary for the purpose of the day to day running of the party’s business; or
      2. Where it is reasonably necessary for the party to seek professional advice or making or defending a claim either under an insurance policy or in court proceedings; and
      3. Retain one copy of any documents solely for the purpose of its own records and upon the continuing duty of confidence set out in this Agreement.
3. Assignment and Subcontracting
   1. The Applicant shall not assign or subcontract all or any part of its rights or obligations hereunder without the AAS's express prior written approval, which may be withheld in the AAS’s sole discretion, and any attempt to do so shall at the AAS’s option be null and void and of no force or effect whatsoever. The Applicant shall not employ, contract with, or use the services of any architect, designer, engineer, or other third party in connection with the performance of the Services without the prior written approval of the AAS.
   2. The Applicant shall not be relieved from any obligation under this Agreement by entering into subcontracts and the Applicant shall be responsible for the acts, defaults and neglects of any of its subcontractors, employees, agents, representatives, servants or workmen as fully as if they were the acts, defaults or neglects of the Applicant.
   3. Notwithstanding anything to the contrary contained in this Agreement, the AAS may freely assign this Agreement or any part of it or interest under it, without a consent of the Applicant, to any third party.
   4. The Applicant undertakes for the benefit of the AAS and any assignee of the AAS not to contend in any proceedings under this Agreement that any such assignee is to be precluded from recovering any loss resulting from any breach of this Agreement (whenever happening) by reason that the AAS or any intermediate assignee of the AAS escaped loss resulting from such breach by reason of the disposal of its rights under or interest in the same.
4. Limitation Of Liability
   1. Notwithstanding any other provision to the contrary, so far as the law permits, neither Party shall be liable under this Agreement, under any indemnity, tort (including negligence), by statute or otherwise to the other Party for any consequential losses, which includes loss of profits, revenues, use, production, contracts, corruption or destruction of data but expressly does not include losses that arise naturally, including according to the usual course of things, from a breach of or circumstances contemplated by this Agreement.

This Clause does not apply to limit or exclude a Party's liability to the other Party:

* + 1. if and to the extent that such liability relates to or arises from:
       1. any liability to a third party including but without limitation, the AAS Representative;
       2. any matter subject to indemnity in Clauses 10.6 or 11;
  1. Subject to Clause 15.3, the liability of the Applicant to the AAS, under or in connection with this Agreement shall not, in respect of any one claim or series of claims arising from any one event, exceed the amount specified in the Appendix to Conditions.
  2. This Clause shall not limit liability:
     1. under Clauses 10.6 or 11;
     2. bodily injury, sickness, disease or death of any person or damage to or loss of any real or personal property arising out of or in the course of or by reason of the Services; or
     3. in any case of fraud, fraudulent misrepresentation, deliberate default, gross negligence or reckless misconduct by the Applicant or its personnel; or
     4. any liability which cannot be excluded or limited by law.

1. Dispute resolution
   1. If any dispute, differences, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, then the AAS or the Applicant may give notice of such dispute to the other Party. Such dispute shall be settled in the first instance amicably between the Parties and, if such amicable settlement cannot be reached within thirty (30) days after such notice is given under this Clause 16.1, then such dispute shall be finally settled by arbitration.
   2. If either party reasonably objects to the use of arbitration then the parties retain the right to refer the dispute to litigation.
   3. Notwithstanding the existence of a dispute (including referral of a dispute to arbitration), the Applicant shall continue to perform the Services to the extent they have not already been completed. The Applicant shall comply with the AAS’s instruction and shall continue to fulfil its obligations under this Agreement in good faith during the period of any arbitration and after the completion of any arbitration if required.
2. Health and Safety
   1. The Applicant acknowledges and agrees that:
      1. The Applicant is the responsible obligation holder under any applicable Health and Safety Law for all aspects of health and safety for, or in connection with the Services.
      2. The Applicant shall comply with, and ensure all personnel engaged by it (including its employees, agents and subcontractors) comply with, all Health and Safety Law at all times in connection with the Services.
      3. The Applicant shall discharge the AAS’s obligations under the Health and Safety Law insofar as it relates to the Services.
      4. The Applicant shall accept any relevant appointment necessary for the Applicant to be responsible for all aspects of health and safety for the Services.
      5. The Applicant shall pay all fees and charges payable under the Health and Safety Law in connection with the Services.
   2. The Applicant shall provide, promptly upon request, any information that the AAS may require to assess whether the Applicant is meeting its obligations under this Agreement in respect of health and safety.
   3. Any breach by the Applicant, its employees, agents or subcontractors of the Health and Safety Law that:
      1. gives rise to circumstances which presents actual or potential risk to life or serious injury; or
      2. is otherwise required to be notified under the Health and Safety Law,
   4. entitles the AAS to suspend the whole or part of the Services and the Applicant shall bear any cost it incurs as a result of the suspension.
   5. If the Applicant fails to perform any of its obligations under this Clause 17.6, the AAS may make arrangements for compliance with those obligations, and the costs and expenses incurred by the AAS in doing so will be a debt due and payable immediately from the Applicant to the AAS.
   6. The Applicant shall, to the extent permitted by Legal Requirements, indemnify and hold harmless the AAS against any loss which the AAS may suffer arising out of, or in connection with, non-compliance or breach by the Applicant responsible of any requirement of this Clause 17.
3. Other Provisions
   1. Governing Law
      1. This Agreement and the rights and obligations arising under this Agreement shall in all respects be governed by, construed and interpreted in accordance with the laws of the State in which this Agreement is entered.
   2. Language
      1. The language to be used in all documents comprising of or relating to this Agreement and all other communications under this Agreement shall be English.
   3. Waiver

Save when the AAS shall expressly waive in writing any obligations or rights arising from or in connection with this Agreement:

* + 1. any failure or delay by the AAS to enforce the provisions of this Agreement shall in no way constitute a waiver by the AAS of any contractual right hereunder, unless such waiver is in writing and signed by the AAS; and
    2. no examination by the AAS or the AAS’s Representative of any Deliverables submitted by the Applicant in respect of the Services nor any approval (including consent and no-objection) expressed by the AAS’s Representative or the AAS in regard thereto with or without modification shall relieve the Applicant from any responsibility it has under this Agreement, including responsibility for errors, omissions, discrepancies and non-compliances. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Documents, Deliverables or the Services, they shall be corrected at the Applicant's cost, notwithstanding any consent or approval by the AAS.
  1. Voidability and Severability
     1. In the event that any provision of this Agreement should be held invalid, illegal or unenforceable, the remaining portions hereof shall remain in full force and effect, it being the intention of the Parties that all provisions of this Agreement are severable to the fullest extent permitted by law. The Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, illegal or unenforceable provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.
  2. Survival
     1. Except as expressly provided to the contrary in this Agreement, Clause 1 (Definitions and Interpretation), 9 (Termination) , 10 (Intellectual Property), 11 (Indemnity), 13 (Confidentiality and Non-Publication), 15 (Limitation of Liability), 16 (Dispute Resolution) and 18 (Other Provisions) shall survive the expiration or termination of this Agreement.
  3. Entire Agreement
     1. This Agreement represents the entire agreement between the Parties and replaces and supersedes all prior negotiations, representations or agreements either written or oral made prior to the Effective Date. The Parties may from time to time amend this Agreement by mutual agreement. Modifications and/or supplements to this Agreement shall only be effective if made in writing and signed by the authorised representative of each Party.
  4. Industrial Relations

The Applicant:

* + 1. shall assume sole responsibility for, and manage all Industrial Action and Industrial Relations Issues in relation to the Services;
    2. shall immediately notify the AAS of:
       1. any Industrial Relations Issues or Industrial Action which causes the Applicant or a subcontractor to suspend or cease carrying out all or any part of the Services; and
       2. what action or measures (including settlement) the Applicant has taken or proposes to take to overcome, or minimise the effects of, such Industrial Relations Issues or Industrial Action;

Section 3 – Appendix to Conditions

| **Item** | **Clause** | **Entry** |
| --- | --- | --- |
| AAS's Representative | 1, 4 | .3 |
| Applicant's Representative | 1, 5 | As per Application Form Section A3  [Insert details] |
| Service Fee | 1 | [Insert value $] |
| Time period for payment | 7.4 | [14 days] |
| Addresses for Notices | 14.1 | AAS  [Insert the AAS's Representative name]  Address: Click here to enter text.  Attn: Click here to enter text.  Fax: Click here to enter text.  Phone: Click here to enter text.  Applicant  [Insert the Applicant Representative's name]  Address: Click here to enter text.  Attn: Click here to enter text.  Fax: Click here to enter text.  Phone: Click here to enter text. |
| Limit of Liability | 15 | [the sum of the Service Fee] |
| Governing law | 18.1 | [e.g. New South Wales] |

Section 4 – Copy of Application Form