

[Recipient]

[Address]

Attn: [Addressee]

Copy by email: [Email address]

Dear [Addressee]

CSIRO FUNDING FOR NSF PROJECT REFERENCE [NO.]

The purpose of this letter is to set out the terms and conditions of certain funding to be made available by the Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230 (CSIRO) to [recipient] (the Recipient) in connection with the project titled [*Title of project*] (the Project).

Unless the context otherwise requires, capitalised terms used but not defined in this letter agreement (the Agreement) shall have the meanings set out at **paragraph 23** below.

Background

1. In the interests and with the mutual objective of promoting closer collaboration and reducing barriers to international research, CSIRO and NSF have established the Lead Agency Opportunity.
2. Pursuant to the Lead Agency Opportunity, CSIRO may award funding in support of an Australian researcher which is a member of a successful international collaborative research application under the NSF Program.
3. The Recipient is an Australian research organisation and a member of a successful international collaborative research application under the NSF Program in respect of the Project.
4. CSIRO has agreed to provide the CSIRO Funds to the Recipient in support of its participation in the Project, and the Recipient has agreed to accept the CSIRO Funds and undertake the Project, in accordance with the terms and conditions of this Agreement.

Term

5. The term of this Agreement starts on the date of signing by the Recipient's duly authorised signatory and, unless terminated earlier by written agreement of the parties or otherwise as contemplated by this Agreement, concludes on the End Date.
6. The Term may be extended by written agreement of CSIRO and the Recipient.

CSIRO Funds

7. CSIRO will, during the Term, pay the CSIRO Funds to the Recipient in support of its participation in the Project in the amounts and instalments set out in the Project Plan.
8. The Recipient acknowledges and agrees that CSIRO's liability to provide financial support or otherwise make payments to the Recipient in connection with the Project is limited to the CSIRO Funds.

[TO BE ENGROSSED ON CSIRO LETTERHEAD]

9. CSIRO may withhold the relevant amount of CSIRO Funds if any milestone or deliverable in the Project Plan that is allocated to the Recipient and linked to payment has not been achieved or delivered by the Recipient by required date.

Use of CSIRO Funds

10. The Recipient acknowledges and agrees that:
- a. it must only use the CSIRO Funds for the purposes of the Project in the manner described in and contemplated by the Project Plan; and
 - b. any other costs, expenses, liabilities or payments associated or arising in connection with the Project are not the responsibility of CSIRO.
11. Any unspent CSIRO Funds held by the Recipient at the End Date shall be repaid promptly to CSIRO.

Conduct of the Project

12. In consideration of the award of the CSIRO Funds, the Recipient agrees to participate and perform its role in the Project:
- a. in accordance with and as contemplated by the Project Plan, including making any financial, in-kind or other contributions, and performing any allocated tasks, identified in the Project Plan;
 - b. to a high standard with due professional care and skill; and
 - c. otherwise in a manner consistent with any agreements, terms, conditions, guidelines or other requirements of the NSF and/or the NSF Program which are applicable to the Project.
13. Unless not permitted by the agreements, terms, conditions, guidelines or other requirements of the NSF and/or the NSF Program, the Recipient may subcontract its obligations in connection with the Project to a third party. If the Recipient so subcontracts its obligations, the Recipient will remain primarily liable to CSIRO for performance of its obligations pursuant to this Agreement and for any acts or omissions of its subcontractors.

Reports

14. The Recipient shall provide reports to CSIRO in respect of its application of the CSIRO Funds in connection with the Project as contemplated by and in accordance with the Project Plan.
15. In addition to the Reports, from time-to-time during the Term CSIRO may request further information from the Recipient regarding use of the CSIRO Funds and the ongoing performance of the Project. The Recipient shall provide any such further information to CSIRO as soon as reasonably practicable following the request.

The Recipient acknowledges that CSIRO may be required (or choose) to share information relating to award and application of the CSIRO Funds to the Project, including the Reports, with government and other administrative bodies (including its responsible Minister or a House or Committee of Parliament), in performance of CSIRO's public accountability obligations as a corporate Commonwealth entity.

Intellectual property

[TO BE ENGROSSED ON CSIRO LETTERHEAD]

16. The Recipient acknowledges and agrees that, under this Agreement, CSIRO makes no claim to ownership of or rights to any intellectual property used in or arising from or generated in the course of the Project.

Publicity

17. CSIRO reserves the right to publicise in media releases and general announcements (including on the Internet), and report in annual reports, the award of the CSIRO Funds in support of the Project, including:
- a. the identity of the Recipient;
 - b. the amount of CSIRO Funds; and
 - c. general details of the NSF Program and the Project.
18. Any public announcement by the Recipient in connection with the Project must include, wherever reasonably possible, appropriate and prominent acknowledgement of CSIRO's support of the Project in the following form:

[Insert acknowledgement provided by CSIRO and NSF]

Where this statement is not appropriate in any particular circumstance, the Recipient shall contact CSIRO to agree an alternative form of acknowledgement.

19. Other than as contemplated by **paragraph 19**, the Recipient shall not make any use of the name, trademarks or other indicia of CSIRO in connection with the Project (or otherwise) without the prior written consent of CSIRO.

Changes to this Agreement

20. If any of the following circumstances arise during the Term:
- a. the NSF support or funding, or any corresponding agreement, for the Project is terminated for any reason;
 - b. CSIRO forms the reasonable opinion that the conduct of the Recipient, or any of the other Project participants, in connection with the Project may reflect negatively on or otherwise adversely affect the integrity or reputation of CSIRO; or
 - c. CSIRO forms the reasonable opinion that the Recipient has not complied with the terms and conditions of this Agreement;
- then, at CSIRO's discretion, the Recipient and CSIRO may discuss and agree in writing an appropriate course of action including, without limitation, suspension or repayment of the CSIRO Funds or termination or amendment of the terms of this Agreement.

General

21. This Agreement shall be governed by the laws of or applicable in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the Courts of that jurisdiction in respect of any matter or dispute arising under this Agreement.

Defined terms

22. In this Agreement:

[TO BE ENGROSSED ON CSIRO LETTERHEAD]

- a. **CSIRO Funds** means the Australian dollar, GST-inclusive amount agreed to be contributed by CSIRO to support the Recipient's participation in the Project, as specified in the Project Plan.
- b. **End Date** means the later of the end date of the Project (as specified in the Project Plan) and the date of the submission of the final Report.
- c. **Lead Agency Opportunity** means the international research collaboration and funding opportunity established by CSIRO and NSF in the areas of [research area(s)] under the NSF Program.
- d. **NSF** means the US National Science Foundation.
- e. **NSF Program** means [relevant NSF program].
- f. **Project Plan** means the document at **Schedule 1** which sets out the full details of the Project as approved for support by the NSF under the NSF Program, including the Project objectives, deliverables (including reports), milestones and funding schedule.
- g. **Reports** means the reports described in **paragraph 14** above.
- h. **Term** has the meaning given in **paragraph 5** above.

Acceptance of CSIRO Funds

If you have any questions or require any further information in relation to the proposed award of the CSIRO Funds in support of the Recipient's participation in the Project or the terms and conditions set out above, please do not hesitate to contact me.

Otherwise, if you are comfortable, please confirm the Recipient's acceptance of the CSIRO Funds on the terms set out in this Agreement (including **Schedule 1**), by arranging for:

- the enclosed copy of this Agreement to be signed by the Recipient's duly authorised signatory; and
- the signed Agreement to be forwarded to CSIRO at the address given above.

Yours sincerely

[CSIRO officer]

[CSIRO role]

CSIRO

[TO BE ENGROSSED ON CSIRO LETTERHEAD]

Signed for and on behalf of **CSIRO** by its duly authorised officer

.....
Signature

.....
Name

.....
Position

.....
Date

Signed for and on behalf of the **Recipient** by its duly authorised officer

.....
Signature

.....
Name

.....
Date

Schedule 1 – Project Plan

[to be inserted]