



Australian Government
Department of Defence

DSP Research Agreement—Agreement Details

Agreement No: **Insert agreement number/descriptor**

In relation to

Background:

- A. The Commonwealth and entered into a Defence Science Partnering Deed on .
- B. It is envisaged under the terms of the Partnering Deed that separate agreements will be entered into between the Commonwealth and (or a Related Body Corporate of that University) with respect to specific activities to be undertaken under the Partnering Deed.
- C. The Parties have agreed that the University will carry out the Research Project and perform all its other obligations under this Agreement; and in return, and subject to the conditions specified in this Agreement, the Commonwealth will pay to the University the Project Payments.

Date and Composition of Agreement:

This Agreement is made on the day the last Party signs it, and comprises:

- the Agreement Terms;
- these Agreement Details;
- the attachments (if any) to these Agreement Details;
- any clauses from the Partnering Deed incorporated by reference; and
- any other documents incorporated by express reference.

**Item 1. The Parties and their
Respective
Addresses for
Notice:**

This Agreement is between:

The **COMMONWEALTH OF AUSTRALIA** represented by the Department of Defence, ABN 68 706 814 312 (referred to in this Agreement as **the Commonwealth**)

Address for notices for the Commonwealth:

- Name: Greg Redden
 - Title: Executive Director External Engagement
 - Address: DST Group Fishermans Bend - 506 Lorimer St Fishermans Bend VIC 3207
 - Email: Greg.Redden@dst.defence.gov.au
 - Telephone: (03) 9626 8919
-

and:

, (referred to in this Agreement as **the University**)

Address for notices for the University:

- Name: **Insert**
- Title: **Insert**
- Address: **Insert**
- Email: **Insert**
- Telephone: **Insert**

Item 2. Agreement's Duration:

This Agreement commences on the date the last Party signs it.

2.1. Project Start Date:

The Research Project is to start on **Click here to enter a date.**

2.2. Project Completion Date:

The Research Project will be completed on **Click here to enter a date.**

Note to User: Ensure the above dates do not conflict with dates in the research program, or dates for delivery of Deliverables in **Item 4.6.**

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Item 3. Initial Liaison Officers:

The Initial Liaison Officers for each Party are:

3.1. Commonwealth's initial Liaison Officer:

- Name: **Insert**
- Title: **Insert**
- Telephone: **Insert**
- Address: **Insert**
- Email: **Insert**

3.2. University's initial Liaison Officer:

- Name: **Insert**
- Title: **Insert**
- Telephone: **Insert**
- Address: **Insert**
- Email: **Insert**

Item 4. Research Project Details:

The details of the Research Project are as follows:

4.1. Title of Research Project:

4.2. Type of Research Project (for Intellectual Property Purposes):

Note to User: This Item is used to determine ownership of intellectual property rights in Project IP created under this Agreement. One of the following options **MUST** be selected.

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The Research Project is a **Choose an item**.

4.3. Background of Research Project:

Insert background

4.4. Aims of Research Project:

Insert aims, if any

4.5. Research Program:

Note to User: This part of **Item 4** should focus on what the University will do and how it will do it. If there is a particular methodology to be used, this could be referred to. Performance indicators are highly desirable.

A timeframe for various elements of the research project should be set out. The following is an **example** of how this could be set out.

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The University must carry out the Research Project in accordance with the following program:

Research Program			
Role or Task	Where task is to be carried out	When task is to be completed	Comments (eg Required Specifications, performance indicators)
Insert details			

Note to User: The various Deliverables or reports required by the Commonwealth should be listed and their expected delivery dates included in **sub-Item 4.6**. Payments (set out in **Item 5** below), should be linked to the key performance or delivery dates in this Item.

In relation to the table below, Deliverables could, for example, include matters other than reports such as new chemical compounds, computer programs, experimental prototypes, or raw data from experiments.

Reports could, for example, include both interim and final reports outlining or detailing current activities and progress in carrying out the Research Project; the extent to which the project's aims have been achieved; difficulties encountered; serendipitous discoveries; and findings and conclusions reached.

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4.6. Deliverables:

The University must provide to the Commonwealth each of the following Deliverables (including reports) by the applicable due date:

Deliverables (including reports) Timetable			
Report or other Deliverable Title	Description	Delivery format and delivery location	Due date

Insert details	Insert details	Insert details	Insert details

Item 5. Resources:

Note to User 1: This Item is divided into two parts.

Item 5.1 is for Resources that are intended to be made available to for the Research Project (either provided by the Commonwealth or committed by the University for its own use) and which are:

- “intangible” assistance such as access to laboratories, DST scientists, video-conferencing facilities;
- physical items that are intended to be returned after they are used by another Party; or
- documentation and information where NO intellectual property rights are passing to another Party (eg the documentation is NOT going to be incorporated into Project Material, or where the use of the Material does not involve copying).

Item 5.2 is for Resources that are intended to be made available by a Party for incorporation into Project Material by the University. For example, these could be physical things (eg an early prototype), or intangible things (eg computer software).

Note that the University has a general obligation to provide sufficient Resources to undertake the Research Project – see **clause 2.4.1 of the Agreement Terms**, and that general commitment may be sufficient for some Projects.

Before supplying Background Material for use in the project it is **ESSENTIAL** to consider the scope of the ownership and IP rights in the Background Material. The following should be considered:

- Does the Party providing the Background Material own it? In particular, is it free of any Third Party IP rights?
- If not, what is the range of the licence that the third party gave to the Party providing it? In the case of IP, does that licence include the right to sub-licence? (the right to sub-licence is essential to enable the supplying Party to supply the third party’s material).
- Did the third party impose any restrictions on the use of their material or IP in the material?

Note to User 2: Any proposed use of Third Party IP as part of the Research Project must be dealt with in accordance with **clause 3.4 of the Agreement Terms**.

Background Material may have Third Party IP incorporated into it, and the Party providing it should make reasonable efforts to identify that Third Party IP and to advise the other Party in advance of any limits on its use. These limitations should be included in **Item 5.2** below.

Note to User 3: If the Resource to be provided is the loan of a significant, valuable, or high risk piece of equipment, or lengthy infrastructure access, the Parties should execute a separate DSP equipment loan or infrastructure access agreement.

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5.1. Resources (other than Background Material) provided by the Parties for the Research Project:

The Commonwealth will provide the following Resources (other than Background Material) to the University, and the University will commit the following Resources (other than Background Material) for the Research Project, subject to the terms of this Agreement:

Resources (other than Background Material) being provided by the Commonwealth:

Column 1 Resource Description	Column 2 Delivery date and Location (for physical Resources)	Column 3 Conditions for Use
Insert details		

Resources (other than Background Material) to be committed by the University:		
Column 1 Resource Description	Column 2 Delivery date and Location (for physical Resources)	Column 3 Conditions for Use
Insert details		

5.2. Background Material Provided by the Commonwealth, or committed by the University for the Research Project:

The Commonwealth will provide the following Background Material to the University and the University will commit the following Background Material to the Research Project, subject to the terms of this Agreement:

Background Material Provided by the Commonwealth		
Column 1 – Title of Background Material	Column 2 – Description of Background Material and Format of Background Material (eg document, email, CD)	Column 3 – Owner (if not Commonwealth) and restrictions on use (if any) (See clause 3.4.4 of the Agreement Terms – if Third Party IP is being provided, list any known restrictions on its use here)
Insert details		

Background Material to be committed by the University		
Column 1 – Title of Background Material	Column 2 – Description of Background Material and Format of Background Material (eg document, email, CD)	Column 3 – Owner (if not the University) and restrictions on use (if any) (See clause 3.4.4 of the Agreement Terms – if Third Party IP is being provided, list any known restrictions on its use here)
Insert details		

Item 6. Project Payments:

Subject to this Agreement, the Commonwealth will pay the Project Payments as set out in the following table:

Note to User: Payments should be linked to performance, therefore the payment schedule below should be linked to the University's conduct of key tasks (as set out in **Table 3.1 of Item 3**) or better still, the delivery by the University of their key reports or other deliverables (as set out in **Table 3.2 of Item 3**).

Research rates are to be based on Schedule 1 of the Partnering Deed.

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Project Payments – Payment Schedule

No	Description of task to be completed or Deliverable to be delivered to the Commonwealth	Date Due	Amount (exclusive of GST)
1	Insert either: "Completion of [insert University task]" or "Delivery of [insert University Deliverable]"		
2			
3			
Total			

Item 7. Budget:

The Budget for the Research Project is set out in the table below:

Note to User: Applying projects payments against a budget can impose additional costs on universities. Consider if a budget is necessary, particularly for low-risk, low value research projects, where payment is on delivery of deliverables.

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[if no Budget required, insert "not applicable".]

[The table below is an example only]

Budget Item	Amount (exclusive of GST)
1. Salaries for University research staff:	
Insert description	Insert amount
2. University infrastructure costs:	
Insert description	Insert amount
3. Material/consumables:	
Insert description	Insert amount
4. Travel:	
Insert description	Insert amount
5. Capital Items:	
Insert description	Insert amount
<p>Note to User: Only list items that are 100% funded by the Commonwealth. Seek advice from DSTO TPO, or Defence Legal before agreeing to joint funding of Capital Items.</p>	

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TOTAL	Insert total amount

The amounts listed in the table above include all applicable on-costs and multipliers.

Item 8. Key Persons:

Note to User: Only University Personnel (i.e. not Commonwealth personnel) with a key role in the Research Project are to be included as Key Persons. If the Commonwealth is making staff available (e.g. for technical advice) they can be listed as a Resource, otherwise consider if the Project should be a collaborative project.

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Name	Position at University	Task/Role	Comments

Item 9. Participating Students:

Student's name	Task/Role	Comments

Item 10. Approved Subcontractors:

Note to User: Subcontractors should only be approved if the Commonwealth sights the proposed subcontract before entering this Agreement and is satisfied that the University has sufficient direction over the Subcontractor to ensure Commonwealth's rights under this Research Agreement are protected.

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Subcontractor full legal name and ABN	Task/Role	Conditions
		1. The University and the Subcontractor must not vary or assign their Subcontract without the Commonwealth's prior written consent. 2. Insert additional conditions

Item 11. Insurance:

Note to User: Advice on Defence insurance requirements can be obtained from the Defence Insurance Office.

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The insurances required to be maintained by the University are set out in the table below.

Type of Insurance	Amount
Public Liability insurance	not less than Insert amount each and every public liability occurrence.
Workers' Compensation	in accordance with applicable legislation.
Professional Indemnity Insurance	not less than Insert amount per claim and in the annual aggregate for all claims. Such insurance shall be maintained for 7 years following the date on which the Agreement expires (or any earlier termination).
Insert any additional insurance required	Insert amount

Item 12. Acknowledgements and Publicity:

Below is an example

The following words:

"**Insert wording for publication**", are to be used in all publications, promotional and advertising materials, public announcements and activities by the University or on the University's behalf in relation to the Research Project; and

"**Insert wording for labels and packaging**" on any products, processes or inventions developed as a result of the Research Project, or as otherwise agreed to by the Commonwealth.

Item 13. Confidential Information:

Note to User: The following table can be used to list the things that are (or are likely to be) commercially confidential or have a national security classification, such as specific pieces of sensitive information or important and sensitive matters that might be passed from one Party to the other Party as part of the Research Project.

It can also be used to specify any clauses of this Agreement (in particular, Items in these Agreement Details) that are intrinsically commercially confidential or which contain or refer to matters that have a national security classification.

Defence should include the Commonwealth Commercial-in-Confidence items and clauses; and the University should include what it considers to be its Commercial-in-Confidence items and clauses.

A clause in the Agreement may be considered Commercial-in-Confidence if it:

- contains commercially sensitive information, disclosure of which may harm the relevant Party's commercial interests if published;
- contains details about intellectual property regimes that are commercially sensitive;
- contains details about the capability/services being delivered that are commercially sensitive.

The Department of Defence is required annually to justify to the Australian Senate why clauses in contracts are confidential, therefore clauses or Items should only

be included in the table below if they are legitimately commercially sensitive, or where the clause or Item refers to national security classified matters.

[Double-click to delete this note before signing the agreement]

Confidential matter (or clause of Agreement)	Reason for confidentiality	Party for whom the information is confidential	Duration of Confidentiality
This Item 14	This Item 14 contains a list of Confidential Information and the reasons for their confidentiality.	Both Parties	Until 5 years after the Project Completion Date.
Insert details	Insert reason	Insert name of Party	
Insert details	Insert reason	Insert name of Party	

Item 14. Dissemination of Information

insert either:

Not used (and clause 3.2 of the Agreement Terms applies).

[delete text and table below]

or

The following information arising from the Project may be disseminated without prior consent of the Commonwealth, but subject to the following conditions:

Information that can be disseminated without prior approval of the Commonwealth.	Conditions:
Insert details	Insert conditions

Item 15. Background IP—Limits and restrictions on Use

Note to User 1: This Item should be used sparingly and carefully, as it impacts on the Parties' ability to exercise their broad IP licence rights otherwise provided for in clause 3.3 of the Agreement Terms and potentially the exercise of their respective rights over Project IP under clause 3.5, 3.6 or 3.7 of the Agreement Terms. Seek legal advice from Defence Legal, or commercial advice from DST TPOs, if in doubt.

Note to User 2: This Item relates to the licence for the use of each Party's Background IP, which is defined to be the IP attached to, or otherwise necessarily related to the operation or functioning of Background Material (other than Third Party IP). The Commonwealth's Background Material is listed in table 5.2 in Item 5 above. The University provides other, unspecified Background Material as it sees fit to effectively perform the Project (unless it is specified in table 5.3 in Item 5 above). If the University's Background Material is known in advance (and assuming the Uni wants to limit the Commonwealth's IP licence in the Background IP subsisting in that Background Material), this Item 15 can be used to record any restrictions on the use of that Background IP.

Generally, the licence being provided by each Party under clause 3.3 of the Agreement Terms permits the other Party to use Background IP for the purposes of the Research Project and in order for the Parties to exercise their rights with respect to the Project IP. This would normally include sub-licensing. Generally Project IP can be used for anything that does not involve commercialisation (in the case of the University) and can be used for 'Commonwealth Purposes' (in

the case of the Commonwealth). In its 'default' form, **clause 3.3 of the Agreement Terms** provides licences as discussed above in respect of all Intellectual Property rights (ie copyright, patent rights, registered design rights, trade mark rights, rights in circuit layouts etc).

Item 15 can be used to further limit a Party's use of the other Party's Background IP to something narrower than non-commercialisation (in the case of the University) and something narrower than Commonwealth Purposes (in the case of the Commonwealth). For example the Item can be used to limit the use of particular pieces of Commonwealth Background IP to academic research and to exclude its from being sub-licensed or used for teaching purposes, or to limit its use to inside Australia, or to limit the number of copies which can be made. This Item can also be used to exclude particular types of Intellectual Property, or particular IP rights from the licence under **clause 3.3 of the Agreement Terms**.

Note to User 3: The Commonwealth Resources listed in **Table 5.1 in Item 5** are not treated as the Commonwealth's "Background Material" (ie they are only subject to the restrictions on use set out in **clause 2.3.5 of the Agreement Terms** and **Item 5**) and are not intended to be available to be incorporated into Project Material. They do not need to be referred to in this Item.

Note to User 4: Restrictions on the use of known Third Party IP provided by the Commonwealth do not need to be included here. They are dealt with in **table 5.2 in Item 5** above.

[Double-click to delete this note before signing the agreement]

15.1. Commonwealth's IP rights that are not included in licences under clause 3.3 of the Agreement Terms:

Insert excluded IP rights, or insert "Not used"

15.2. Other restrictions on use of Commonwealth Background IP under clause 3.3 of the Agreement Terms:

Insert restrictions on use of Background IP, or insert "Not used"

15.3. The University's IP rights that are not included in licences under clause 3.3 of the Agreement Terms:

Insert excluded IP rights, or insert "Not used"

15.4. Other restrictions on use of the University's Background IP under clause 3.3 of the Agreement Terms:

Insert restrictions on use of Background IP, or insert "Not used"

Item 16. CC Register:

[insert either of the following:]

No Controlled Content register is required.

or

The University will maintain a Controlled Content register in the form of Annexure 2 of the Agreement Terms.

Item 17. Additional security clearance

Insert any special requirements, if any, or add "No additional requirements"

requirements:

Item 18. Special Conditions:

Note to User: Do not insert special conditions without first obtaining legal advice. Special conditions are not intended to be used to make minor modifications to the Agreement Terms, as the template agreement has been negotiated and agreed to by the Commonwealth and Universities. The use of special conditions is intended to deal with unusual or genuinely novel situations, not contemplated by the existing clauses. They are not intended to be a device to enable existing clauses to be re-negotiated. Special Conditions may, for example, be required for classified project agreements, or Australian Defence Force Academy projects involving ADF personnel.

[Double-click to delete this note before signing the agreement]

[Insert special conditions, if any. If there are no special conditions, insert "not used" or use the following format:]

The following special conditions apply to this Agreement:

Special Condition number	Special Conditions
SC 1	[Insert special condition 1 here]
SC 2	[Insert special condition 2 here]

Signed by the Parties as an Agreement on the date, or dates, set out below:

Signed for and on behalf of **the Commonwealth of Australia, as represented by the Department of Defence** (ABN 68 706 814 312) by its duly authorised representative:

Print name of Defence representative above

Print position held by Defence representative above

on: _____
insert date the Agreement is signed by Defence

In the presence of:

Print name of witness above

Defence representative to sign above

Witness to sign above

Signed for and on behalf of , () by its duly authorised representative:

Print name of University's representative above

Print position held by University's representative above

on: _____
insert date the Agreement is signed by University

In the presence of:

Print name of witness above

University's representative to sign above

Witness to sign above