



Australian Acoustical Society

ACN 000 712 658

ABN 28 000 712 658

*Divisions established in New South Wales, Queensland, South Australia, Victoria and
Western Australia*

Research Grants Program

Summary, Application Form and Funding Agreement

*Rev G
[March 2021]*

1. Summary

AAS Research Grant Assistance

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

A subcommittee 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 currently nominated as research priorities are:

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

2. Points to note before making an application

- Applicants must meet the Eligibility Criteria and complete and submit the prescribed Application Form.
- AAS Research Grants is intended to be a flexible program allowing for innovation in research projects and methodology.
- Applicants may submit multiple applications.
- AAS Research Funding can be applied to no more than 50% of research project costs. All successful applicants will be required to obtain or provide matching or in-kind funding and report to the AAS at predetermined stages.

- Applicants must address the merit based assessment criteria, including indicating which of the AAS Research Grants research priorities their project addresses.
- Applications can be submitted at any time, although typically applications will not be considered until after the next annual closing date following submission. Relevant annual application dates are generally as follows, but may be updated from time to time via the AAS website and email communications:
 - Annual closing date for review: 5pm Australian Eastern Standard Time on 31 July;
 - Announcement of award of grants: at the AAS AGM

3. Eligibility Criteria

Applications for AAS Research Grants assistance must be in the prescribed form 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.
- a) At the time of application, the person making the application must be or represent an Applicant that falls into one of the following categories:
- 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 the AAS Research Grant application is successful.
- b) The source and availability of matched or in-kind funding is important to the AAS because the Society wishes to maximise the benefit of the grant. An applicant does not need to have the matched or in-kind share of funding fully available at the time of application. However, the applicant must demonstrate in the application (to AAS' reasonable satisfaction) that sufficient funding is available to commence the project without financial delay.
- c) The research can be partially funded by other sources such as federal or state grants. However, examples of unacceptable matched funding include:
- 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 the Applicant and AAS agree on the appropriate distribution of royalties and grant funding between them, prior to the submission of the application.

- d) Generally, successful Applicants will own any resulting project IP. However, the grant is subject to the applicant providing AAS and its members the benefit of access to the improved knowledge through AAS conference presentations, papers and/or journal articles in *Acoustics Australia* or another reputable academic journal approved by AAS, as set out in the Funding Agreement.

4. Assessment Criteria

The AAS Research Grant is a competitive, merit based program assessed according to the following criteria.

Applications will be evaluated by a committee of 3 to 5 volunteers, which is independent of the Federal Council. 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 AAS General Secretary for record keeping.

Each committee member will evaluate applications according to the following weightings:

- a) 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)
 - Generation of novel or innovative technologies, or otherwise elevation of the general and technical knowledge in the literature

- b) 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

- c) 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.

In addition to the weighted criteria, applications that confirm compliance with the terms of the Funding Agreement, subject only to minor amendments, will be viewed favourably.

5. Applying for AAS Research Grant assistance

Applications must be submitted in accordance with closing times published on the AAS website and/or communicated to members by the AAS General Secretary. Before applying for assistance, applicants should consider whether they are eligible and likely to be competitive against the Assessment Criteria.

Submitting an application

Acceptance of all final applications will be acknowledged where the committee 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 in the week prior to the first AAS AGM following the closing of applications, unless otherwise advised.

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. Applications are assessed on a competitive basis, and 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 days from the date of the offer to execute a Funding Agreement with the AAS substantially in the attached form. The offer of assistance may be withdrawn if the Funding Agreement is 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.

Successful project descriptions will be published on the AAS website.

6. Funding Agreement process for successful applicants

The Funding Agreement is a legal contract between the successful Applicant(s) and the AAS. 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 until the Applicant enters into the Funding Agreement. A draft form of Agreement is attached.

The Funding Agreement will set out the project and funding milestones (including project commencement date) and the participant's compliance and reporting obligations, reflecting information provided in the original application.

An executed Funding Agreement entitles the Applicant to funding over the life of a project. To qualify as eligible expenditure, the participant must incur it on or after the project commencement date. An applicant offered a grant bears the risk of any expenditure it incurs before a Funding Agreement is executed.

7. Reporting and Communicating Results

Under the terms of the Funding Agreement, grant recipients 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:

- a) 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;
- b) Submission of a technical report after the project is completed;
- c) Presentation on findings at the AAS national conference or industry equivalent; and/or
- d) Technical paper for publication in *Acoustics Australia*.

8. Early termination of Funding Agreements

AAS acknowledges the research nature of projects supported by the program and recognises that some projects may not meet the outcomes projected in the application. However, to continue qualifying for funding, grant recipients will have to demonstrate their project's ongoing progress against performance milestones as set out in the Funding Agreement.

Funding Agreements may be terminated and participants required to exit the program where project progress 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.

9. 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 before publishing this information.

Applicants must not publish material related to the project without AAS's prior written consent. The applicant must acknowledge the AAS in publishing any material electronically or in print related to the project.

10. AAS Research Grant Application Form

Part A: Applicant Details

Applicant(s):
Project title:

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)

<p>Project Scope and Intent:</p> <p>Research Objective:</p> <p>Key Activities:</p> <p>Intended Project Outcomes:</p> <p>Deliverables:</p>
--

B4. Project expenditure

<i>Component</i>	<i>Estimated Expenditure by Financial Year</i>
------------------	--

	<i>Financial Year 1</i>	<i>Financial Year 2</i>	<i>Financial Year 3</i>
<i>Total expenditure</i>	\$	\$	\$

Notes:

- The AAS may request additional information on expenditure breakdown during the assessment of applications.
- 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.
 - o What efforts have you made to obtain financing from alternative sources?
 - o 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, balanced against the anticipated instalments of Grant funding to be paid on completion of the relevant Milestone.

(Add/delete 'milestone, deliverables and key activities' rows as appropriate)

	Milestone and key activities	Start Date	End Date	Total Expenditure	AAS Contribution	AAS Payment 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):

<input type="checkbox"/>	Evidence that the applicant can fund its share of project.
<input type="checkbox"/>	Collaborative partnership agreements (as appropriate)
<input type="checkbox"/>	Schedule of proposed departures to Funding Agreement, if any

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
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

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 will repay any funds provided by the AAS in reliance on 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 acknowledge and agree that nothing in this application gives rise to any binding obligation or process contract on the part of AAS.

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 research grant funding until the Applicant enters into a Funding Agreement.

F1 Applicant's Representative / Signatory Details

Title	
Given name	
Family name	
Job title	

F2 Signature

Signature	Witness Signature
Print name of signatory	Print name of witness
Date <small>Click or tap to enter a date.</small>	Date <small>Click or tap to enter a date.</small>

11. Funding Agreement

Section 1 – Agreement

THIS FUNDING AGREEMENT (the “**Agreement**”) is executed and delivered on [DATE][MONTH] [YEAR] (the “**Effective Date**”)

BETWEEN:

(1) **AUSTRALIAN ACOUSTICAL SOCIETY**, ABN 28 000 712 658 of BELLBOWRIE QLD 4070 (the “**AAS**”);

AND

(2) **[LEGAL NAME OF APPLICANT, ABN XX XXX XXX XXX]**, of [Registered Address of Applicant] (the “**Applicant**”)

(Together, “Parties” and individually, a “Party”).

BACKGROUND:

- I. The AAS wishes to contribute Research Grant funding to the Applicant in relation to the Activities to further the Purpose of the Research Grant Program.
- II. The Applicant has agreed to undertake the Activities under the terms of this Agreement, in return for the Research Grant.

PURPOSE OF RESEARCH GRANT PROGRAM:

- I. The Research Grant is being provided by the AAS to support research and development in Australia that contributes to the objectives of the AAS.
- II. The purpose of the Research Grant Program is to provide funding towards a research project that furthers one or more of AAS’s current priority research areas as listed below or updated on AAS website from time to time:
 - a) Windfarm noise assessment.
 - b) Underwater noise monitoring and detection.
 - c) Environmental noise modelling and assessment.
 - d) Sleep disturbance assessment.
 - e) Road traffic assessment.

THE PARTIES AGREE:

1. Definitions in the Conditions of Agreement apply to this Agreement and vice versa.
2. This Agreement is made up of this Section 1 and:

- 2.1. Section 2: Conditions of Agreement;
 - 2.2. Section 3: Appendix to Conditions;
 - 2.3. Section 4: Completed Application Form (including summary and introduction); and
 - 2.4. any other attachments.
3. All the documents forming this Agreement are mutually explanatory. If a discrepancy is found in or between the documents, the Applicant must notify the AAS immediately and comply with any related direction of the AAS. Any such direction does not entitle the Applicant to an additional payment or extension of time under this Agreement.
 4. The Applicant warrants that all information provided to AAS in its Application is accurate, complete and not misleading. The Applicant indemnifies the AAS for any losses flowing from a breach of this warranty, including repayment of any part of the Research Grant provided by the AAS in reliance on such information.
 5. In return for the Research Grant, the Applicant agrees to perform its obligations under the terms of this Agreement, including the reporting detailed at Section 3 item 5. Research Grant payments are conditional on achievement and reporting against agreed project milestones.
 6. The Applicant agrees to share the outcome of the Activities with the AAS and its members in the format set out in Section 3 item 6.
 7. Where the Applicant comprises two or more persons, each person will be jointly and severally bound by the Applicant's obligations under the Agreement.
 8. This Agreement may be executed in counterparts, each of which will be deemed originals, and all of which taken together will constitute one instrument. Transmission of a signed counterpart by email or fax shall be deemed the equivalent of delivery of the original.

EXECUTED AS AN AGREEMENT

**Signed for and on behalf of
AUSTRALIAN ACOUSTICAL SOCIETY
(ABN 28 000 712 658):**

**Signed for and on behalf of
[APPLICANT]
(ABN XX XXX XXX XXX):**

Signature of authorised representative

Signature of authorised representative

Click or tap here to enter text.

Name and Position

Click or tap here to enter text.

Name and Position

Click or tap to enter a date.

Date

Click or tap to enter a date.

Date

Section 2 – Conditions of Agreement

1. Definitions

“**AAS Representative**” means the person appointed pursuant to Clause 4 and identified at Appendix Item 1.

“**Activities**” means the research project described in Section 4 Part B Project Details, to be undertaken substantially in accordance with the research methodology set out in Section 4 Part B3.

“**Applicant’s Representative**” means the person appointed pursuant to clause 5 and identified at Appendix Item 2.

“**Application**” means the Applicant’s application for the Research Grant submitted to the AAS and attached as Section 4 of this Agreement.

“**Documents**” means all drawings, designs, diagrams, plans, photographs, specifications, bills of quantities, models, calculations, technical data, reports and other documents and recorded information, in any format, created by or on behalf of the Applicant in connection with the Activities.

“**Effective Date**” means the date on which the last party signs this Agreement.

“**Intellectual Property Rights**” means any and all current and future intellectual and industrial property rights and interests, including any:

- (a) 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;
- (b) applications for, or right to apply for registration of any of them;
- (c) rights under licences and consents in relation to any of them; and
- (d) 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.

“**Legal Requirements**” means all applicable laws of any government or public authorities having jurisdiction over this Agreement and the Activities.

“**Moral Rights**” has the meaning given in the *Copyright Act 1968* (Cth).

“**Pre-existing Documents**” has the meaning given in Clause 10.1.

“**Program**” means the program set out Section 4 Part D2.

“**Research Grant**” means the amount of funding stated in Section 3 item 3, payable to the Applicant in the instalments set out in Section 3 item 4.

“**Research IP**” means the Intellectual Property Rights created by the Applicant in the course of the Activities.

2. Interpretation

2.1. In this Agreement, unless the context otherwise requires:

- (a) references in the singular number include references in the plural number and vice versa;
- (b) the words “including”, “includes” or “include” are to be construed without limitation;
- (c) headings are inserted for convenience only and are to be ignored for the purposes of construction;
- (d) 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; and
- (e) 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 them.

3. Independence

- 3.1. The Applicant is an independent contractor with respect to the Activities and the Agreement, and neither the Applicant nor its subcontractors, agents or employees, are to be taken to be the employees, agents or representatives of the AAS.
- 3.2. Nothing in this Agreement creates a joint venture or any form of partnership relationship between the Parties.
- 3.3. The Applicant must 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.

4. AAS's Representative

- 4.1. The AAS will appoint the AAS's Representative to:
 - (a) represent and act on the AAS's behalf under this Agreement;
 - (b) act as the primary point of contact for the AAS;
 - (c) manage and discharge the AAS's responsibilities under the Agreement; and
 - (d) observe the performance of the Activities by the Applicant.
- 4.2. The AAS will notify the Applicant in writing if a new AAS's Representative is appointed.

5. Applicant's Representative

- 5.1. The Applicant will appoint the Applicant's Representative and give that person all authority necessary to:
 - (a) represent and act on the Applicant's behalf under this Agreement;
 - (b) act as the primary point of contact for the Applicant;
 - (c) manage and discharge the Applicant's responsibilities under the Agreement
- 5.2. The Applicant will notify the AAS in writing if a new Applicant's Representative is appointed.

6. Applicant's Obligations

- 6.1. The Applicant must perform the Activities from the Effective Date in accordance with this Agreement, including:
 - (a) with due diligence and expedition in accordance with the program and milestones set out in Section 4 Part D or as otherwise agreed in writing;
 - (b) by the key personnel or specified persons nominated in the Application;
 - (c) providing periodic progress reports at the times specified in Section 3 item 6; and
 - (d) sharing the outcomes of the Activities with the AAS and its members in the format specified in Section 3 item 7.
- 6.2. The Applicant must provide in-kind and/or obtain financial support from third parties during the term of the Agreement with a total financial value equal to or in excess of the Research Grant, and provide evidence of such funding from time to time to the satisfaction of the AAS.
- 6.3. In-kind support provided by the Applicant will be valued on the basis of internal costs likely to be borne by the Applicant in relation to the Activities, in the reasonable opinion of the AAS's Representative.
- 6.4. The Applicant agrees to spend the Research Grant for the sole purpose of undertaking the Activities. On request, the Applicant agrees to provide a statement signed by the Applicant verifying the Research Grant was spent in accordance with the terms of this Agreement.
- 6.5. The Applicant will at all times take reasonable steps to keep the AAS informed on all aspects of the progress and performance of the Activities and provide the AAS with information and documentation in connection with the Activities as the AAS may reasonably require.

- 6.6. If the Applicant is or is likely to be delayed in the performance of the Activities for any reason it will immediately give written notice to the AAS stating the specific reason for the delay and the measures it will take to mitigate the effect of the delay.
- 6.7. If necessary in the AAS's reasonable opinion, the AAS may, in consultation with the Applicant, agree to adjust the Program in consideration of:
 - (a) any variation in the Activities; and/or
 - (b) the AAS's decision that a revision to the Program is necessary, to ensure the timely execution of the Activities. The Applicant will comply with such adjustment as instructed by the AAS.
- 6.8. Neither Party will 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 which is outside the reasonable control of that Party, provided that the affected Party gives prompt written notice of the delay to the other Party. Any determination made by the AAS as to what constitutes such an event and any entitlement flowing from it will be binding on the Parties.
- 6.9. The Applicant must:
 - (a) keep in force all licences, permits and consents required to perform the Activities; and
 - (b) ensure that its employees, agents and subcontractors performing the Activities are suitably qualified, licensed as required, and skilled to perform the Activities.
- 6.10. The Applicant must comply with the AAS Code of Ethics as published on the AAS website.

7. Research Grant

- 7.1. The AAS will pay the Applicant the Research Grant in return for the Applicant's performance of the Activities and its obligations under this Agreement.
- 7.2. Detailed tax invoices will be submitted by the Applicant to the AAS together with supporting documentation reasonably required by the AAS. Invoices must contain:
 - (a) an itemisation of the Activities or part of the Activities performed by the Applicant for the payment covered by the invoice in accordance with milestones and deliverables, and
 - (b) evidence of the Applicant's compliance with Clause 6.1 to the satisfaction of the AAS.
- 7.3. Subject to Clauses 7.5, 7.9 and 7.13, payments for any undisputed invoice will be made by the AAS within 30 days of receipt of a valid invoice against the payment milestones set out in Section 3 item 4.
- 7.4. The AAS may, in its discretion, modify or withhold the value of an invoice if any part or all of the Activities 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 7.2.
- 7.5. Where the AAS has made payments to the Applicant prior to the Effective Date in connection with the subject matter of this Agreement, such payment shall be deemed to be made under this Agreement.
- 7.6. The AAS retains the right to access, inspect and copy relevant information and documents of the Applicant in relation to the project.
- 7.7. The AAS may in its sole discretion immediately discontinue funding where the Applicant fails in a reasonable timeframe to demonstrate the ongoing progress of the Activities against agreed performance milestones.
- 7.8. If the Parties agree in writing to reduce the Activities, there will be a fair and reasonable reduction in the amount of the Research Grant payable to the Applicant.
- 7.9. The Applicant is responsible for all taxes, duties, fees, costs and expenses resulting from the Activities performed by the Applicant under this Agreement and the Research Grant is deemed to be inclusive of all such taxes, duties, fees, costs and expenses.

- 7.10. If any part of the Research Grant has been spent other than in accordance with this Agreement or any amount of the Research Grant is additional to the requirements of the Activities, the Applicant agrees to repay that amount to the AAS unless agreed otherwise.
- 7.11. The amount to be repaid under clause 7.10 may be deducted by the AAS from subsequent payments of the Research Grant.
- 7.12. 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 this Agreement, the AAS will make such withholding and account to the relevant authority. The Applicant alone is responsible for recovering such withholding from the relevant authorities.
- 7.13. The AAS may at any time, set-off, deduct or otherwise withhold any moneys due from the Applicant to the AAS against any liability for the Research Grant payable by the AAS to the Applicant. Any exercise by the AAS of its rights under this Clause does not limit or affect any other rights or remedies available to it under this Agreement, at law or otherwise.
- 7.14. The Research Grant is the entire remuneration by the AAS to the Applicant for the performance of the Activities. Payment of the Research Grant is on account and does not constitute acceptance of the Activities.

8. Suspension by the AAS

- 8.1. If the AAS considers that the suspension of the Activities is necessary, the AAS may, in its absolute discretion, direct the Applicant to suspend the performance of the Activities for such time as it thinks fit.
- 8.2. If the AAS suspends any of the Activities under Clause 8.1, the AAS may at any time give the Applicant a written notice to resume performing the suspended Activities. The Applicant shall resume performing those Activities as soon as practicable after the date of the notice.

9. Termination

- 9.1. 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 9.1, the AAS may employ other persons to complete the Activities.
- 9.2. 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 the sole entitlement of the Applicant, pay the Applicant the portion of the Research Grant that relates to the Activities performed up to the date of termination.
- 9.3. On the AAS's notice of termination of this Agreement, the Applicant must immediately take steps to discontinue the Activities and deliver to the AAS all Documents and information created by the Applicant under this Agreement or relating to the Activities.
- 9.4. Continuing compliance with eligibility and merit criteria set out in the Application is a condition for ongoing operation of this Agreement. This agreement may be terminated where, in the reasonable opinion of AAS, these criteria are no longer met.
- 9.5. The AAS may terminate the Agreement immediately if the Applicant suffers an event of bankruptcy, insolvency or breaches the AAS Code of Ethics.

10. Intellectual Property

- 10.1. All pre-existing design, drawings, specifications, and other documents and any information and Intellectual Property Rights (the "**Pre-existing Documents**") provided to and used by either Party in carrying out this Agreement remain the property of the Party providing that information. The supplying Party grants to the other Party a permanent, freely transferable, non-exclusive and royalty-free licence to use, copy, or modify any such Pre-existing Documents (including the Intellectual Property Rights contained in them) for any purpose relating to this Agreement.
- 10.2. Subject to this clause 10, all Documents and any information and Intellectual Property Rights which are developed, created or provided under or in connection with the performance of this

Agreement (“Research IP”) vest in the Applicant on completion of the Activities and the AAS hereby transfers and assigns any residual ownership of the Research IP to the Applicant.

- 10.3. The Applicant grants to the AAS a non-exclusive and royalty-free licence to use, copy, or modify the Research IP for any purpose connected with this Agreement.
- 10.4. The Applicant must pay the AAS a royalty proportional to the Research IP 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.
- 10.5. The Applicant must not enter into any agreement with a third party which affects the licence contemplated by Clause 10.3 without AAS’s prior written consent.
- 10.6. Until the completion of the Activities, the Applicant must not use, publish or disclose the Documents or the Research IP without the prior written approval of the AAS, other than for the performance of its obligations under this Agreement.
- 10.7. The Applicant must indemnify the AAS against all expenses, losses, claims, damages, or proceedings suffered or incurred by the AAS, including legal expenses, 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 Research IP.
- 10.8. The Applicant will ensure that it does not infringe any Moral Right of any author of any work in performing the Activities. The Applicant agrees to obtain from each author of any work to be incorporated into, or used as part of the Activities, a written consent which permits the AAS to:
 - (a) use, reproduce, adapt or exploit all or any part of such work in question, with or without attribution of authorship;
 - (b) supplement such work in question with any other material; or
 - (c) use such work in question in a different context to that originally envisaged.
- 10.9. Upon request, the Applicant will provide the executed original of any such consent to the AAS.

11. Indemnity

- 11.1. To the maximum permitted by law, the Applicant indemnifies the AAS, and its members, directors, officers, employees, agents, from and against liability or loss (including reasonable legal expenses) or injury (including death) to any person or damage to any property arising out of a negligent act or omission of the Applicant in the performance of this Agreement.
- 11.2. The indemnity in clause 11 will be reduced proportionately to the extent that any negligent, wilful or unlawful act by AAS contributed to any liabilities, loss, injury, death, loss or damage to property.

12. Limitation Of Liability

- 12.1. Neither Party is liable to the other Party for any consequential losses, which includes loss of profits, revenues, use, production, contracts, corruption or destruction of data, arising under this Agreement.
- 12.2. The liability of each Party to the other, whether under or in connection with this Agreement or otherwise at law, will not exceed the amount specified in Section 3 item 8.
- 12.3. This Clause 12 does not limit the Applicant’s liability:
 - (a) under Clauses 10.7;
 - (b) in relation to 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 Activities; or
 - (c) in any case of fraud, fraudulent misrepresentation, deliberate default, gross negligence or reckless misconduct by the Applicant or its personnel; or
 - (d) in relation to any liability which cannot be excluded or limited by law.

13. Confidentiality and Non-Publication

- 13.1. In connection with this Agreement, the AAS may provide the Applicant with confidential information. The Applicant agrees:
- (a) to treat as secret and confidential all information identified by the AAS as confidential; and
 - (b) not to disclose any confidential information or any reports, recommendations and/or conclusions (including the Documents and other materials) which the Applicant may make for the AAS to any person, without first obtaining the AAS's written approval either during the performance of the Activities or after the expiry or termination of the Agreement.
- 13.2. Subject to clause 13.3, the Applicant must not:
- (a) use or permit the use of the AAS's name nor any picture of or reference to the Activities in any advertising, promotional or other materials prepared by or on behalf of the Applicant; or
 - (b) publish, permit to be published, or disclose any particulars of the Activities under this Agreement in any trade or technical paper or elsewhere, without first obtaining the AAS's written approval.
- 13.3. If the Applicant wishes to publish the outcomes of the Activities, it must provide a copy of the intended paper to AAS seeking permission to publish or present it, following which:
- (a) if AAS fails to object or request an amendment to the publication within 60 days of receiving the request and intended paper, the AAS will be deemed to have consented to the publication; and
 - (b) if AAS objects or requests an amendment to the publication, the Parties shall negotiate in good faith for a period of no more than 30 business days after receipt of the objection or request, using their best endeavours to resolve any requested amendments or objections by the AAS to the publication of the paper.
- 13.4. Notwithstanding any other provision in this Agreement a party may:
- (a) pass on information to its insurance broker, legal representatives and financial or accounting advisors where necessary to seek professional advice or make or defend a claim either under an insurance policy or in court proceedings; and
 - (b) 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.

14. Assignment and Subcontracting

- 14.1. The Applicant must not assign or subcontract all or any part of its rights or obligations under this Agreement without the AAS's prior written approval.
- 14.2. The Applicant is responsible for the acts, defaults and neglects of any of its subcontractors, employees, agents, representatives, servants or workmen as if they were the acts, defaults or neglects of the Applicant.
- 14.3. 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.

15. Dispute resolution

- 15.1. If any dispute, difference or claim arises out of this Agreement then the AAS or the Applicant must give prompt written notice of that matter to the other Party.
- 15.2. The AAS Representative and the Applicant Representative must meet within 30 days of the written notice and genuinely endeavour to resolve their differences.
- 15.3. If the dispute, difference or claim cannot be settled within 30 days after the meeting referred to in clause 15.2, then either party may refer the dispute to arbitration or litigation.
- 15.4. Notwithstanding the existence of a dispute, the parties must continue in good faith to perform their obligations under this Agreement.

16. Health and Safety

- 16.1. The Applicant acknowledges and agrees that:
 - (a) The Applicant must comply with, and ensure that its employees and subcontractors comply with, Legal Requirements in relation to all aspects of health and safety in connection with the Activities.
 - (b) The Applicant must pay all fees, penalties and charges payable in relation to compliance with or breach of Legal Requirements in connection with health and safety.
- 16.2. The Applicant must 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.
- 16.3. Any breach by the Applicant, its employees, agents or subcontractors of Legal Requirements regarding health and safety that:
 - (a) gives rise to circumstances which presents actual or potential risk to life or serious injury; or
 - (b) is otherwise required to be notified under Legal Requirements,entitles the AAS to suspend the whole or part of the Activities and the Applicant must bear any cost it incurs as a result of the suspension.
- 16.4. If the Applicant fails to perform any of its obligations under this Clause 16.5, 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.
- 16.5. The Applicant must indemnify the AAS against any loss which the AAS may suffer arising out of, or in connection with, non-compliance or breach by the Applicant of any requirement of this Clause 16.

17. Conflicts of interest

- 17.1. The Applicant warrants that at the date of executing this Agreement, neither it nor its personnel have any conflicts of interest that would prevent it from discharging its obligations under this Agreement.
- 17.2. The Applicant must promptly inform the AAS of any matter which may give rise to an actual, potential or perceived conflict of interest and comply with any reasonable directions given by AAS to manage that conflict.
- 17.3. A failure to comply with this clause will constitute a breach of a material term of this Agreement.

18. General

18.1. Governing Law

This Agreement is governed by, construed and interpreted in accordance with the laws of the State named at Section 3 Item 9.

18.2. Waiver

- (a) A party, granting a waiver of a right under this agreement, must give written notice of that waiver to the party, which benefits from the waiver.
- (b) A party's failure, partial failure or delay in exercising a right relating to this agreement, is not a waiver of that right.
- (c) A party may not claim that another party's delay or failure to exercise a right relating to this agreement:
 - (i) constitutes a waiver of that right; or
 - (ii) is a defence to its own action or inaction.
- (b) The parties may not waive or vary this clause.

18.3. Voidability and Severability

If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect, that will not affect or impair the legality, validity or enforceability of any other provision of the Contract.

18.4. Survival

Unless otherwise provided in this Agreement, Clauses 1 (Definitions and Interpretation), 8 (Termination), 10 (Intellectual Property), 11 (Indemnity), 12 (Limitation of Liability), 13 (Confidentiality and Non-Publication) and 15 (Dispute Resolution) survive the termination of this Agreement.

18.5. Entire Agreement

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 written 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.

Section 3 – Appendix to Conditions

Item	Details	Clause	Entry
1.	AAS's Representative	1, 4	INSERT
2.	Applicant's Representative	1, 5	As per Application Form Section A3 [Insert details]
3.	Research Grant	1	[Insert value \$]
4.	Payment details	7.3	Insert instalment/milestone payment dates [30 days]
5.	Progress reporting Requirements	5	[Insert required progress report requirements]
6.	Outcome reporting requirements	6	[Insert agreed reporting format/s: Technical report Conference presentation Technical paper for <i>Acoustics Australia</i> journal].
7.	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.
8.	Limit of Liability	12	[the sum of the Research Grant]
9.	Governing law	18.1	If nothing entered, New South Wales

Section 4 – Copy of Application Form