



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

## Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI Reference: CMTEDDFOI 2019-067

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	No
5. Fees	Waived
6. Processing time (in working days)	63
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A

**From:** [REDACTED]  
**To:** [CMTEDD.FOI](#)  
**Subject:** [REDACTED]  
**Date:** Tuesday, 26 March 2019 9:49:10 AM

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Dear Chief Minister, Treasury and Economic Development Directorate Legal Liaison,

I write to request under the *Freedom of Information Act* 2016 documents related to the management of ACT Government funding and applications for funding and grants provided to or for the Australian National University (ANU), including the management of ACT Government funding for ANU programmes, and the termination of funding or grants, from 31 October 2016 to date.

These documents may include, but are not limited to, correspondence, COAG documents, Commonwealth advice, Ministerial briefs, internal documents, meeting notes, assessments or analysis of the issue, advice received, directions to or from ACT Government officials or individual school administrations, media enquires or planning for enquires, contingency plans and stakeholder consultation.

Administrative documents may be excluded, such as an automatic reply acknowledging receipt of an email or room bookings. I am also happy to exclude duplicate documents.

I ask that this request also be transferred to any other ACT Government agencies that may hold any relevant information.

Should you require any further information or clarification about my request, please contact my office on [REDACTED]

Regards,

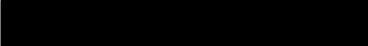


**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

Our ref: CMTEDDFOI 2019-067



via email: 

Dear 

### **FREEDOM OF INFORMATION REQUEST**

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 26 March 2019.

Specifically, you are seeking: “documents related to the management of ACT Government funding and applications for funding and grants provided to or for the Australian National University (ANU), including the management of ACT Government funding for ANU programmes, and the termination of funding or grants, from 31 October 2016 to date.”

On 28 March 2019 you refined the scope to include:

- 1) Final applications for funding or grants;
- 2) Final analysis or assessment of funding application and grants;
- 3) Final funding or grant agreements;
- 4) Reporting from the ANU relating to outcomes or KPIs of agreements, or other regular reporting;
- 5) Final correspondence from senior or executive level staff or higher, including Ministers, and other formal correspondence;
- 6) Commonwealth advice;
- 7) Final briefs; and
- 8) Final documents prepared for COAG.

And exclude:

- 1) Draft or duplicate documents;
- 2) Personal information from non-government employees.

### **Authority**

I am an Information Officer appointed by the Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

## **Timeframes**

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application by 28 June 2019.

## **Decision on access**

Searches were completed for relevant documents with 101 documents being identified that fall within the scope of your request.

I have included as **Attachment A** to this decision the schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

I have decided to grant access in full to 19 documents relevant to your request. I have decided to grant partial access to 78 documents and refuse access to the remaining four documents as I consider them to contain information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as **Attachment B** to this letter.

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below.

## **Statement of Reasons**

In reaching my access decisions, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request;
- the views of the identified third party; and
- the *Information Privacy Act 2014*.

## **Exemption claimed**

My reasons for deciding not to grant access to the identified documents and components of these documents are as follows:

Information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act

### Public Interest

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interests lies. As part of this process I must consider factors favouring disclosure and non-disclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when 'used in a statute, the term [public interest] derives its content from "the subject matter and the scope and purpose" of the enactment in which it appears'. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the 'public interest'.

Factors favouring disclosure in the public interest:

- (a) *disclosure of the information could reasonably be expected to do any of the following:*
- (iv) *ensure effective oversight of expenditure of public funds.*

Factors favouring nondisclosure in the public interest:

- (a) *disclosure of the information could reasonably be expected to do any of the following:*
- (ii) *Prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004; and*
  - (xi) *Prejudice trade secrets, business affairs or research of an agency or person;*

The documents contain information on the spending of public funds through the provision of grants to the ANU. Accordingly, I consider that the release of this information would ensure effective oversight of expenditure of public funds by allowing you to see how the ACT Government spends public funds, what is expected in return for funding, and how these grants are managed.

However, when considering this finding against the factor favouring non-disclosure, I am satisfied that the protection of an individual's right to privacy, especially in the course of dealing with the ACT Government, is a significant factor as the parties involved have provided their personal information for the purposes of seeking and managing grants from the ACT Government. This, in my opinion, outweighs the benefit which may be derived from releasing the personal information of the individual's involved in this matter. These individuals are entitled to expect that the personal information they have supplied, including names and signatures, as part of this process will be dealt with in a manner that protects their privacy.

I have also considered the impact that releasing these documents could have on the trade secrets, business affairs and research of the ANU. Documents 74-77 of the attached document pack contain information regarding a competitive funding application currently being considered by a non-government organisation. I consider that the release of this information could reasonably be expected to prejudice the trade secrets and business affairs of the ANU. In its response to third party consultation the ANU argued that the release of documents 74-77 would also prejudice its ability to obtain confidential information and prejudice its competitive commercial activities. While these are factors favouring non-release under schedule 2 2.2 of the Act, they do not apply to the ANU as it is not a territory authority. However, I consider these as supporting the ANU's argument as it relates to prejudicing its business affairs. The release of this information could prejudice the business affairs of the ANU by damaging its relationships with potential partners.

Having applied the test outlined in section 17 of the Act and deciding that release of personal information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

All documents excluding 9, 12, 86, 34, 42, 67, 72, 80, 86, 93-94, 97 and 100 of the identified documents contain information that I consider, on balance, to be contrary to the public interest to disclose under the test set out in section 17 of the Act.

### **Charges**

Pursuant to *Freedom of Information (Fees) Determination 2017 (No 2)* processing charges are applicable for this request because the total number of pages to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived in accordance with section 107(2)(e) of the Act.

### **Online publishing – Disclosure Log**

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application, my decision and documents released to you in response to your access application will be published in the CMTEDD disclosure three days after the date of my decision. Your personal contact details will not be published.

You may view CMTEDD disclosure log at  
<https://www.cmtedd.act.gov.au/functions/foi/disclosure-log>.

### **Ombudsman Review**

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in CMTEDD disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman

GPO Box 442

CANBERRA ACT 2601

Via email: [actfoi@ombudsman.gov.au](mailto:actfoi@ombudsman.gov.au)

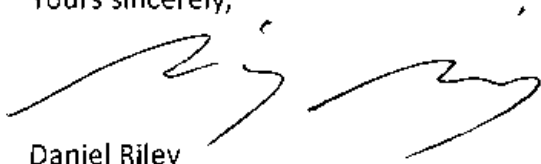
### **ACT Civil and Administrative Tribunal (ACAT) Review**

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal  
Level 4, 1 Moore St  
GPO Box 370  
Canberra City ACT 2601  
Telephone: (02) 6207 1740  
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact me by telephone on 6207 7754 or email [CMTEDDFOI@act.gov.au](mailto:CMTEDDFOI@act.gov.au).

Yours sincerely,



Daniel Riley  
Information Officer  
Information Access Team  
Chief Minister, Treasury and Economic Development Directorate

28 June 2019



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

## FREEDOM OF INFORMATION REQUEST SCHEDULE

NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
	Documents related to the management of ACT Government funding and applications for funding and grants provided to or for the Australian National University (ANU), including the management of ACT Government funding for ANU programmes, and the termination of funding or grants, from 31 October 2016 to date.	CMTEDDFOI 2019-067

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1	Invoice	9-Nov-2016	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
2	2	Invoice	11-Nov-2016	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
3	3	Invoice	25-Nov-2016	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
4	4-22	Deed of Grant – Techbroker Project	2-Dec-2016	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
5	23	Invoice	12-Dec-2016	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
6	24	Invoice	12-Dec-2016	Full release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
7	25	Email chain	1-Feb-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
8	26	Email chain	1-Feb-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
9	27	Invoice	14-Feb-2017	Full release	N/A	Yes
10	28-47	Deed of Grant – Space Based Quantum Communication	22-Feb-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy Out of scope information removed	Yes
11	48-66	Deed of Grant – ‘From Sensors to Solutions’ Project	28-Feb-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
12	67-68	Letter to the ANU – Community Outreach Program	22-Mar-2017	Full release	N/A	Yes



13	69-70	CBR Innovation Development Fund – 2016/17 Funded Projects	Undated	Full release	Out of scope information removed	Yes
14	71	Invoice	6-Apr-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
15	72	Invoice	18-Apr-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy Out of scope information removed	Yes
16	73	Invoice	28-Apr-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
17	74	Statement of income and expenditure	8-May-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
18	75-79	Progress report for CBR IDF grant	Unknown	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
19	80-81	Email chain	15-May-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
20	82-85	Sensors to solutions – Report 1	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
21	86	Invoice	30-May-2017	Full release	N/A	Yes
22	87-89	Email chain	1-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
23	90	Email chain	2-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
24	91-94	Attachment to previous email – Techbroker monitoring report 1	1-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
25	95	Invoice	6-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
26	96	Invoice	8-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
27	97-99	Email chain	8-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
28	100-101	Attachment to previous email – Variation to deed of grant - From sensors to solutions	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
29	102	Invoice	8-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
30	103	Invoice	13-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
31	104-105	Signed variation to deed of grant – From sensors to solutions	16-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes

32	106-107	Email chain	20-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
33	108-109	Attachment to previous email – Variation to deed of grant - MeriSTEM	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
34	110	Letter to ANU – 2017 Community Outreach Program – School of Music	3-Aug-2017	Full release	N/A	Yes
35	111	Email chain	14-Aug-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
36	112-120	Attachment to previous email – IACT17 Partnership Proposal	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
37	123-138	Deed of Grant – Community Outreach program	21-Aug-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
38	139	Email	24-Aug-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
39	140-151	Attachment to previous email - Sponsorship Agreement – iACT17	24-Aug-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
40	152-154	Email chain	20-Oct-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
41	155-156	Attachment to previous email – Variation to Techbroker project	30-Nov-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
42	157	Invoice	15-Nov-2017	Full release	N/A	Yes
43	158-160	CBR IDF Internal Assessment Priorates	30-Nov-2017	Full release	Out of scope information removed	Yes
44	161-164	CBR IDF Internal Assessment Ratings	30-Nov-2017	Full release	Out of scope information removed	Yes
45	165-168	Email chain	14-Dec-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
46	169	Invoice	14-Dec-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
47	170-172	Brief Summary Report: Fuel Moisture Content in the rural-urban interface	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
48	173-181	Statement of income and expenditure – ANU Community Outreach Program 2014-17	31-Dec-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
49	182	Invoice	14-Dec-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
50	183-185	Email chain	29-Jan-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
51	186-187	Attachment to previous email – Statement of income and Expenditure – MD Box	8-Dec-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes

52	188	Invoice	14-Dec-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
53	189	Invoice	8-Mar-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
54	190	Email	29-Mar-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
55	191-192	Attachment to email – Variation of deed of grant for MeriSTEM	23-Jun-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
56	193-211	Deed of Grant – MeriSTEM	16-Sep-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
57	212	Email	2-May-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
58	213-216	Attachment to previous email – Revised budget and work plan for CEAT	2-May-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
59	217-220	Statement of income and Expenditure – From sensors to solutions	7-Jun-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
60	223	Invoice	8-Mar-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
61	224-276	Deed of Grant – Establishment of the ACT Centre for Entrepreneurial Agri-Technology	15-Jun-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
62	277-296	Deed of Grant – Enabling Industry Access to the National Space Test Facility	13-Jun-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
63	299-319	TechBroker Progress Report	20-Jun-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
64	320-328	Short form contract	22-Jun-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
65	329-331	KCA Report – STF Access for Industry	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
66	332-335	Email chain	2-Jul-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
67	336-341	Attachment to previous email - MeriSTEM report for extended grant period	Undated	Full release	N/A	Yes
68	342	Statement of Income and Expenditure – MeriSTEM	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
69	343	Invoice	8-Mar-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
70	344-349	Email chain	12-Jul-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
71	350-351	Attachment to previous email – Variation to Deed of Grant – Techbroker	6-Jul-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes

72	352-358	IACT18 – Partnership Proposal	Undated	Full release	N/A	Yes
73	361-373	Sponsorship Agreement – Innovation ACT 2018	7-Nov-2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
74	374-376	Letter to the Chief Minister – Centre of Excellence for Space Instrumentation and Communications	20-Nov-2018	Exempt	Schedule 2 2.2(a)(xi) – Business affairs	No
75	377-378	Letter to the ANU from the Chief Minister- Reply to previous letter	7-Dec-2018	Exempt	Schedule 2 2.2(a)(xi) – Business affairs	No
76	379-381	Letter to the Chief Minister – Reply to previous letter	14-Dec-2018	Exempt	Schedule 2 2.2(a)(xi) – Business affairs	No
77	382	Letter to the ANU	19-Dec-2018	Exempt	Schedule 2 2.2(a)(xi) – Business affairs	No
78	383-386	ANU School of Music Community Outreach Program overview	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
79	387-427	Cities for our time – Background paper	Jan-2019	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
80	428-430	Letter to the ANU	14-Jan-2019	Full release	N/A	Yes
81	431-443	From Sensors to Solutions – Report 2	2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
82	444-445	KCA 17-18 Assessment document	Undated	Full release	Out of scope information removed	Yes
83	446	Statement of income and Expenditure - ACT Centre for Entrepreneurial Agri-Technology	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
84	447-502	Centre for Entrepreneurial Agri-Technology – Progress report 1	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
85	503-512	Final report – Mdbbox	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
86	513-515	Progress report on the MeriSTEM Project	Undated	Full release	N/A	Yes
87	516	Statement of Income and Expenditure – MeriSTEM	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
88	517-531	ANU Community Outreach Program – Music Program	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
89	532-644	2017 artsACT Grant Acquittal – ANU Community Outreach Artistic Evaluation report	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
90	645	SOM artsACT Outreach Funding Budget 2018	2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes

91	646-661	2018 artsACT Grant Acquittal – ANU Community Outreach Artistic Evaluation report	2018	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
92	662-667	ANU Community Outreach Program – Visual Arts Program 2019	Undated	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
93	668	ArtsACT outreach funding budget 2019	Undated	Full release	N/A	Yes
94	669	SOM artsACT outreach funding budget 2019	Undated	Full release	N/A	Yes
95	670-715	Brief and attachments – ANU Community Outreach Funding for 2018	3-Nov-2017	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
96	716-719	Brief and attachments - ANU Community Outreach Program – transitional funding	27-Jul-2017	Full release	Attachments to previous brief – provided in document 97	Yes
97	720-728	Brief and attachments – Community Outreach Funding – ANU School of Music	7-Dec-2017	Full release	N/A	Yes
98	729-740	Brief and attachments – Further six month funding agreement	21-Dec-2016	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
99	741-743	Brief – Response to ANU letter	6-Dec-2018	Full release	N/A	Yes
100	744	Email	27-Feb-2019	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
101	745-751	Centenary Chair in Cancer Research Report	27-Feb-2019	Partial release	Schedule 2 2.2(a)(ii) – Protection of personal privacy	Yes
<b>Total No of Docs</b>						
101						

# Tax Invoice

A.B.N. 36 004 763 626

# Officeworks



BUSINESS PARTNER NO.	INVOICE DATE	INVOICE NO.	PURCH ORDER NO.	TRANSACTION NO.	DESPATCH DATE	CARTONS
20592012	09.11.2016	34393898		153873381	09.11.2016	1

Sch 2 2.2(a)(ii)

Department of Quantum Science  
Building 38, Science Road  
ACTON ACT 2601

**DELIVER TO:**

Belconnen Officeworks  
5 Cohen Street  
BELCONNEN ACT 2617

Contact Name: Sch 2 2.2(a)(ii)

Page 1 of 1

PRODUCT CODE	DESCRIPTION	QUANTITY ORDERED	QUANTITY SUPPLIED	UNIT PRICE INC. GST	TOTAL AMOUNT INC. GST
% PLAUD655	KY-PLTRICS AUDIO 655 STEREO HSET	1	1	69.88	69.88

TOTAL GST	<b>6.35</b>
TOTAL AMOUNT PAYABLE	<b>69.88</b>

\*\* Indicates item on Back Order and will be shipped separately

If you wish to return a product, please visit your local store whereby you can get a replacement product immediately.

**YOUR ORDER HAS BEEN PAID IN FULL BY VISA CARD  
THANK YOU**



**Cengage Learning Australia Pty Ltd**  
Trading as Cengage Learning

ABN: 14 058 280 149  
Customer Service  
Ph: 1300 790 853  
Fx: 1300 790 852

IRD: 59 286 811  
New Zealand Toll Free  
Ph: 0800 449 725  
Fx: 0800 442 104

anz.customerservice@cengage.com

anz.customerservice@cengage.com

**Make Payments To:**  
Cengage Learning Australia Pty Ltd  
Level 7, 80 Dorcas St  
South Melbourne 3205  
Victoria, Australia

**Make Payments To:**  
Cengage Learning Australia Pty Ltd  
Unit 4B, Rosedale Office Park  
331 Rosedale Rd  
Albany, New Zealand 1311

<b>Customer No</b>	<b>Document No</b>	<b>Page No</b>
ECOM AUS	7977468	Page 1 of 1
<b>Invoice Date</b>	<b>Payment Date</b>	<b>Fax No</b>
11/11/2016		



# TAX INVOICE

**INVOICE TO:**  
ECOMMERCE AUSTRALIA  
  
AUSTRALIA

**DELIVER TO:**  
[REDACTED]  
DEPARTMENT OF QUANTUM SCIENCE  
BUILDING 38, SCIENCE ROAD  
ACTON ACT 2601  
AUSTRALIA

Terms and Conditions of Sales are available on our website  
<http://www.cengage.com.au/terms>

Returns: Australia & New Zealand  
All returns must be authorised or they will be rejected. Contact  
Customer Service for returns authorisation paperwork.

Claims for shortages or damages must be made within 7 days of  
receipt.

All prices are GST inclusive if invoiced in local currency. Export  
sales are exclusive of GST

Customer Reference	IBSN	Title	Ed	Firm Sale	Order	Supplied	B/O	ETA	RRP Incl.GST	Disc %	Net Price Incl. GST	Total Net GST	Net Value Incl. GST
EC00036722	9780170242103	NELSON PHYSICS 1&2 SB + 4AC Nelson Physics Units 1 & 2 for	1	Y	1	1	0		79.95	0.00	79.95	7.27	79.94
EC00036722	9780170242110	NELSON PHYSICS 3&4 SB + 4AC Nelson Physics Units 3 & 4 for	1	Y	1	0	0		79.95	0.00	79.95	0.00	0.00
EC00036722	9780170395717	NELSON PHYSICS 3&4 SB + 4AC Nelson Physics Units 3 & 4 for	1	Y	1	1	0		79.95	0.00	79.95	7.27	79.94
	<b>Weight</b>		<b>Total Supplied</b>			<b>2</b>			<b>TOTAL AMOUNT</b>		<b>14.54</b>	<b>159.88</b>	



# Tax Invoice

**BIG Music Australia**85 Alexander Street  
Crows Nest 2065  
Australia*Web Order*P: 02 8622 6555  
F: 02 8622 6599  
E: info@bigmusic.com.au  
W: www.bigmusicshop.com.au**I-148448**Invoiced 25/11/2016  
Modified 25/11/2016**Customer****Sch 2 2.2(a)(ii)**The Australian National University  
Department of Quantum Science  
Building 38a, Science Road  
ACTON, ACT 2601  
Australia**Shipping Address**The Australian National University  
Department of Quantum Science  
Building 38a, Science Road  
ACTON, ACT 2601  
Australia**Contact****Sch 2 2.2(a)(ii)**PO:  
Shipping: None

Product Code	Description	Sell	Qty	BO	Total
AT AT2020 USB+	Audio Technica Large diaphragm condenser, USB and headphone monitor out.	\$185.00	1	0	\$185.00
			Total Qty	1	
<i>Payments</i>					
Credit Applied	25/11/2016	O-38768		\$185.00	

This invoice is tax inclusive. Big Music is a registered trading name of Big Music Australia Pty Ltd ABN 68 133 759 485.

Please note that prices, stock availability and specifications are subject to change without notice.

**DEPOSITS & CANCELLATION POLICY**

Deposits on purchases are refundable however a cancellation fee of up to 15% may apply where we have been asked by you to order in a product that we do not ordinarily keep in stock - please ask us if in any doubt about this.

Partial prepayments of customised and built-to-order products are not refundable.

**REFUNDS & RETURNS POLICY**

Please choose carefully as Big Music is not obligated to offer a refund for an incorrect choice. If we do accept the return of a product that is not faulty, we may charge a restocking fee of up to 15% - particularly if the goods have been opened or damaged (including packaging).

All products are sold with a 12 month manufacturer's warranty, unless specifically marked as Used, Trade In or Second Hand. Faulty products may be returned within 14 days for a full refund or exchange. Products returned after 14 days but within the warranty period are subject to the manufacturer's standard repair process and timeframe.

Signature \_\_\_\_\_

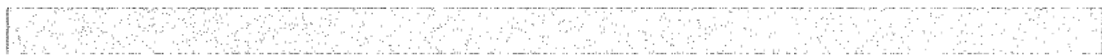
Subtotal	\$168.18
GST	\$16.82
<b>Total</b>	<b>\$185.00</b>
Payment	\$185.00
<b>Balance</b>	<b>\$0.00</b>





**AUSTRALIAN CAPITAL TERRITORY**

# DEED OF GRANT



<b>Dated</b>	<u>2 DECEMBER 2016</u> October 2016
<b>Parties</b>	<b>AUSTRALIAN CAPITAL TERRITORY</b>  <b>THE AUSTRALIAN NATIONAL UNIVERSITY</b>  <b>ABN: 52 234 063 906</b>
<b>Activity</b>	<b>TECHBROKER PROJECT</b>
<b>Prepared by</b>	Innovate Canberra Chief Minister, Treasury and Economic Development Directorate GPO Box 158 CANBERRA ACT 2601
<b>Version</b>	Final

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth)* (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate

The **AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 (**Recipient**)

---

## **BACKGROUND**

- A. The Recipient has applied to the Territory for a grant to deliver the pilot Project titled 'Techbroker'.
  - B. The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.
- 

**IT IS AGREED** by the parties as follows.

### **1. Interpretation**

#### **1.1 Definitions**

The following definitions apply in this Deed, unless the context otherwise requires.

**Contact Officer** means, in relation to each party, the representatives whose names and contact details are specified in **Item 4 Schedule 1**, or as notified in writing from time to time by one party to the other.

**Funded Activity** means the activity described in **Schedule 2**.

**Grant** means the amount specified in **Item 2 (1) Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

**Grant Material** means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

**Grant Period** means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

**GST** has the same meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*.

**Invoice** means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 7 Schedule 2** (if any) and addressed to the Territory's Contract Officer.

**Special Condition** means any provision set out in **Schedule 3**.

**Territory**

means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

**1.2 General**

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and

severally.

## **2. Payment and Use of Grant**

### **2.1 Payment of Grant**

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

### **2.2 Use of Grant**

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

## **3. Grant Period**

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## **4. Separate accounting for Grant**

### **4.1 Separately account for Grant**

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

### **4.2 Bank account**

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
  - (a) the details of that account, and
  - (b) any change to that account.
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

## **5. GST**

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

## **6. Records**

### **6.1 Obligation to keep records**

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Grant,
  - (b) other money received and spent on the Funded Activity,
  - (c) the progress of the Funded Activity, and
  - (d) any other records in respect of the Funded Activity,that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

## **6.2 Access**

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
  - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
  - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

## **6.3 Territory's Auditor-General**

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

## **7. Reporting of progress and expenditure**

### **7.1 Monitoring reports**

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

### **7.2 Other notifications**

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or

the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## **8. Acknowledgement of Funding**

### **8.1 Acknowledgement of Territory support**

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 5 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### **8.2 Other obligations**

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
  - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
  - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **9. Intellectual Property Rights**

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

## **10. Insurance and Indemnity**

### **10.1 Recipient's insurance**

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 6 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 6 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

## **10.2 Indemnity**

The Recipient indemnifies the Territory, its employees and agents in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury. The Recipient's liability to indemnify the Territory under this clause will be reduced proportionately to the extent that the Territory or its employees, agents or contractors contributed to the relevant liability. To the full extent permitted by law, the Recipient will not be liable to the Territory for any Consequential Losses arising from the Deed or Funded Activity however caused whether in tort (including negligence), contract, statute, equity or otherwise.

In this clause 10.2 Consequential Loss means any loss, damage or expense recoverable at law which is: (i) indirect, special, incidental or consequential loss; (ii) a loss of revenue, income, opportunity, business interruption or downtime, reputation or goodwill; (iii) a loss of profits, anticipated savings or business; (iv) a loss of the value of any equipment; or (v) a loss of corrupted data or software, loss of use of systems, network or recovery of such, and any costs or expenses incurred in connection with the foregoing.

## **11. Termination of Grant**

### **11.1 Breach**

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) perform the obligations specified in this Deed within the timeframe specified and which continues beyond the extension of time granted in writing by the Territory; or
- (3) commits any other breach of a provision of this Deed, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
  - (b) is not capable of being remedied.

### **11.2 Termination or reduction of funding for any reason**



The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity not affected by and in accordance with the notice. In these circumstances the parties agree to promptly revise the scope of Funded Activity in accordance with **clause 14.2**.

### **11.3 No prejudice**

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

## **12. Refund of Grant**

### **12.1 Repayment of unacquitted funds**

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

### **12.2 Meaning of unacquitted funds**

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **13. Dispute Resolution**

### **13.1 Negotiation and Mediation of Dispute**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

## **13.2 No prejudice**

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## **14. Variation**

### **14.1 Variation to Funded Activity**

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

### **14.2 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## **15. General**

### **15.1 No assignment**

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### **15.2 Conflict of interest**

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### **15.3 No employment, partnership or agency relationship**

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

#### **15.4 Entire Agreement**

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

#### **15.5 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

#### **15.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

#### **15.7 Compliance with laws and governing law**

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

#### **15.8 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### **15.9 Forms and statements**

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

#### **15.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of

this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

**15.11 Survival of clauses**

**Clauses 6, 7.1, 10.2 and 12** will survive the expiration or earlier termination of this Deed.

## SCHEDULE 1

### GRANT DETAILS

**Item 1. Grant Period** From the execution of this deed for a period of twelve months  
*See clauses 1.1 and 3*

**Item 2. Grant** (1) Grant: \$165,000 (GST inclusive)  
*See clauses 1.1 and 2.1* (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following table:

Instalment	When invoice may be rendered.
\$99,000.00	On commencement of this Deed.
\$55,000.00	On receipt of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 1.
\$11,000.00	On receipt of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 2.

- (3) Except if otherwise stated in this Deed, the Grant is:
- (a) payable within 30 days of receipt by the Territory of an Invoice; and
  - (b) inclusive of GST and all other taxes, duties and charges.

**Item 3. Reporting and Acquittal** The Recipient is required to submit reports as follows:  
*See clause 7.1*

Reporting for the Funded Activity performed during the period:	Report for that period due by:
Period 1	4 months from commencement of the Deed
Period 2	8 months from end of period 1

<b>Item</b>	<b>Contact Officers</b>	For the Territory:
4.	<i>See clauses 1.1 and 15.8</i>	<p>Glen Hassett  Senior Manager, Innovation  Innovate Canberra  Chief Minister, Treasury and Economic Development  Directorate  ACT Government  GPO Box 158  CANBERRA ACT 2601</p> <p>Ph: 02- 6205 5346  Email: <a href="mailto:Glen.Hassett@act.gov.au">Glen.Hassett@act.gov.au</a></p> <p>For the Recipient:</p> <p>Research Development Coordinator  Research and Innovation Office  College of Engineering and Computer Science  The Australian National University  Acton ACT 2601</p> <p>Ph: 02 612 56416  Email: <a href="mailto:grants.cccs@anu.edu.au">grants.cccs@anu.edu.au</a></p>
<b>Item</b>	<b>Form of Acknowledgement</b>	“Techbroker is supported by the ACT Government”
5.	<i>See clause 8.1</i>	<p>Together with the Australian Capital Territory logo as detailed and in accordance with the parameters for use set out at:</p> <p><a href="http://shareservices/actgovt/branding/logos.html">http://shareservices/actgovt/branding/logos.html</a></p>
<b>Item</b>	<b>Recipient’s Insurance</b>	(1) Public liability insurance: \$10 million (in respect of each claim).
6.	<i>See clause 10.1</i>	(2) Other insurance: not used.

## SCHEDULE 2

### The Funded Activity

#### BACKGROUND

The TechBroker initiative will simplify the initiation and execution of productive collaborations between government, business, students and researchers across the ACT by simplifying community access to ANU and UC assets including innovation/design spaces, maker spaces, advanced equipment, design and fabrication facilities, as well as intellectual property and talent across a broad range of disciplines including computing, engineering, science, commerce, law and the arts.

In doing so, the TechBroker initiative aims to have a direct impact on growth and diversification of the local innovation sector.

#### FUNDED ACTIVITY

The Funded Activity is the pilot phase of the TechBroker initiative. This pilot will establish and trial the impact of the TechBroker initiative on simplifying the innovation community's access to selected ANU and UC Facilities and Intellectual Assets.

The Funded Activity comprises the following Activities to be undertaken by the Recipient:

**Activity 1** Establish and trial the TechBroker initiative's website.

- (1) Develop a web site and database to provide a single point of access for ANU and UC assets made available via TechBroker. The web site will comprise the following features:
  - a. User registration and profile management
  - b. Asset (equipment, facilities and IP) registration
  - c. Registration of training, supervision and legal requirements associated with the use of assets
  - d. Processes to connect users with custodians of registered assets
  - e. Processes for collecting applicable fees associated with the use of assets
  - f. Collaborative project proposal registration
  - g. Processes to form teams and connect users with project proposers
  - h. Display and management of project showcase pages
  - i. Display and management of general information pages
  - j. Facilities to log user activity on the web site. This data will be used for evaluation of TechBroker as described in Activity (2) below.
  - k. Facility to search a, b, c, f, h and i above.

**Activity 2** Operate and evaluate the effectiveness of the TechBroker initiative.

- (1) Registration of four ANU assets for the purposes of TechBroker evaluation. These assets will include equipment and facilities selected to enable effective evaluation of TechBroker across a diverse range of asset types and disciplines.
- (2) Registration of one University of Canberra asset for the purposes of TechBroker evaluation. This asset will be selected to enable effective evaluation of cross-institutional aspects of TechBroker.
- (3) Data collected from Activity 1 (1)j as well as from the TechBroker database, surveys and focus groups run during the project, will be used to evaluate:
  - a. The use of ANU and UC assets by university staff, students and the broader innovation sector
  - b. TechBroker collaborations between university staff, students and the broader innovation sector
  - c. The impact of TechBroker on the ACT economy and activities of the ANU and UC including student learning and research.

**Activity 3** Reporting

- (1) A written Activity report that provides
  - a. a summary of the outcomes achieved under the Activities 1-2 of the Funded Activity
  - b. a review of internal and external support available to continue the operation of TechBroker beyond the pilot phase scoped in this proposal, and
  - c. a review of opportunities to include complementary capabilities from other ACT institutions including the University of Canberra, UNSW Canberra and the CIT.
- (2) A written financial report of the expenditure of the Grant

As part of conducting the Funded Activity, the Recipient will produce the following Deliverables:

**Deliverable 1** - Release 1.0 of the TechBroker website, database and catalogue of ANU and UC assets made available during the Funded Activity.

**Deliverable 2** – A Showcase of work completed by those participating in the program to be held within 30 days of the end of the Funded Activity.

**Deliverable 3** – A written activity report, as detailed in Activity 3 (1) above.

**Deliverable 4** – A written financial of the expenditure of the Grant, as detailed in Activity 3 (2) above



## ANU TechBroker - Key Performance Indicators

Schedule 2 Reference		Indicator / Deliverable	Period 1	Period 2	End of project period deliverables
			Target	Target	Target
<b>Activity 1 - Establish and trial the TechBroker initiative's website</b>					
(1)	Develop a web site and database to provide a single point of access for ANU and UC assets made available via TechBroker.	Deliverable 1	Minimum Viable Product (MVP)	Release 1.0	Release 1.0
<b>Activity 2 - Operate and evaluate the effectiveness of the TechBroker initiative</b>					
(1)	Registration of four ANU assets for the purposes of TechBroker evaluation. These assets will include equipment and facilities selected to enable effective evaluation of TechBroker across a diverse range of asset types and disciplines.	Deliverable 1	Minimum Viable Product (MVP)	Release 1.0	Release 1.0
(2)	Registration of one University of Canberra asset for the purposes of TechBroker evaluation. This asset will be selected to enable effective evaluation of cross-institutional aspects of TechBroker.	Deliverable 1	Minimum Viable Product (MVP)	Release 1.0	Release 1.0
(3)	Data collected from Activity 1 (1) as well as from the TechBroker database, surveys and focus groups run during the project, will be used to evaluate a. The use of ANU and UC assets by university staff, students and the broader innovation sector b. TechBroker collaborations between university staff, students and the broader innovation sector c. The impact of TechBroker on the ACT economy and activities of the ANU and UC including student learning and research.	Data Collected	Data collected during MVP use	Data collected during Release 1.0 use	Data collected during MVP and Release 1.0 use
<b>Activity 3 – Reporting</b>					
(1)	A written Activity report that provides a. a summary of the outcomes achieved under the Activities 1-2 of the Funded Activity b. a review of internal and external support available to continue the operation of TechBroker beyond the pilot phase scoped in this proposal, and c. a review of opportunities to include complementary capabilities from other ACT institutions including the University of Canberra, UNSW Canberra and the CIT.	Deliverable 3	N/A	N/A	Complete
(2)	A written financial report of the expenditure of the Grant	Deliverable 4	N/A	N/A	Complete

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

*(Not used)*

DATE OF THIS DEED ..... 2 DECEMBER ..... 2016

SIGNED, SEALED AND DELIVERED as a ) Ian Cox  
Deed for and on behalf of the )  
AUSTRALIAN CAPITAL TERRITORY ) Signature of Territory delegate

in the presence of: Ian Cox  
.....  
Print name

.....  
Signature of witness  
EILIS MAHER  
.....  
Print name

SIGNED, SEALED AND DELIVERED as a )  
Deed for and on behalf of )  
the AUSTRALIAN NATIONAL UNIVERSITY, )  
ABN 52 234 063 906 by an authorised )  
officer )  
\*delete whichever is not applicable (see note below)

Sch 2 2.2(a)(ii)

Signature of Recipient or authorised officer\*

Sch 2 2.2(a)(ii)  
.....  
Signature of witness

Sch 2 2.2(a)(ii)  
.....  
Print Name

Sch 2 2.2(a)(ii)  
.....  
Print name

Affix common seal  
if required under  
constitution

Customer **CMT & Economic Development Directorate**  
10016 Glen Hassett  
Innovate Canberra  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Research School of Chemistry

Invoice No. 453700  
**Due Date 11/01/2017**  
**Amount Due 55,000.00 AUD**  
Invoice Date 12/12/2016  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>Invoice 1</b> Invoice1-On commencement of the deed Project title: CBR16/1700032 MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulations ANU CI: <span style="background-color: #cccccc;">Sch 2 2.2(a)(ii)</span>	1.00		50,000.00	5,000.00	<b>55,000.00</b>

SubTotal Ex-GST	50,000.00
Total GST	5,000.00
<b>Total incl. GST</b>	<b>55,000.00</b>
<b>Amount Due</b>	<b>55,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 10016 <b>Invoice No:</b> 453700 <b>Balance Due:</b> 55,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>453700</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>453700</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>



Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancery Building 10C  
The Australian National University  
Acton ACT 2601  
Australia  
Phone: 02 6125 8721  
Email: [financial.shared.services@anu.edu.au](mailto:financial.shared.services@anu.edu.au)

ABN: 52 234 063 906

Customer 1218 **Chief Minister's Department**  
Cornelius Weber  
Accounts Payable  
GPO Box 158  
CANBERRA ACT 2601  
Australia

## Tax Invoice

College of Eng & Comp Science

Invoice No. 453748  
Due Date 11/01/2017  
Amount Due 99,000.00 AUD  
Invoice Date 12/12/2016  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	First payment_TechBroker_Flint First payment for TechBroker Project. Investigator: <u>Sch 2 2.2(a)(ii)</u>	1.00		90,000.00	9,000.00	99,000.00

SubTotal Ex-GST	90,000.00
Total GST	9,000.00
<b>Total incl. GST</b>	<b>99,000.00</b>
<b>Amount Due</b>	<b>99,000.00 AUD</b>

*de to bay*  
*ETM 15/1*

<b>Payment Instruction</b>	Customer ID: 1218 Invoice No: 453748 Balance Due: 99,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select Debtor Invoice, Enter 453748
<b>Direct Deposit</b>	Bank: National Australia Bank, Canberra Office - Civic Square ACT Account Name: ANU General Account BSB: 082-902 Account: 674507553 SWIFT Code: NATAAU3302S for overseas payments Reference: 453748 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

**From:** "Mpaso, Chimwemwe"

**Sent:** 01/02/2017 4:38 AM

**To:** Sch 2 2.2(a)(ii) [redacted]@anu.edu.au>

**Cc:** 'Sch 2 2.2(a)(ii) [redacted]@anu.edu.au>

**Subject:** RE: MeriSTEM project update [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi [redacted],

Thank you for the progress report that you sent to us yesterday. That report is adequate as a milestone report at this stage.

Yesterday I also raised the issue of invoices and maybe I was not very clear. I have noted that since the project agreement was signed, the ANU has not raised any invoice to us to draw down the project money that the ACT Government allocated to this project.

Would you please liaise with your internal stakeholders so that your accounts office can raise an invoice for us to pay at least the first payment?

Kind regards,

Chimwemwe

Chimwemwe Mpaso | Assistant Manager - Innovation | Innovate Canberra | Chief Minister, Treasury and Economic Development Directorate |  
02 62075843 | ☐ 02 62070033 | [chimwemwe.mpaso@act.gov.au](mailto:chimwemwe.mpaso@act.gov.au) | Level 4 Canberra Nara Centre 1 Constitution Avenue  
Canberra ACT 2601 | GPO BOX 158 Canberra City 2601 |  
[www.business.act.gov.au](http://www.business.act.gov.au)

-----Original Message-----

**From:** Sch 2 2.2(a)(ii) [redacted]@anu.edu.au]

**Sent:** Tuesday, 31 January 2017 4:37 PM

**To:** Mpaso, Chimwemwe

**Cc:** Sch 2 2.2(a)(ii) [redacted]

**Subject:** MeriSTEM project update

Hi Chimwemwe,

Please find attached the progress report as required. Let me know if you require any clarification or extra details!

Kind regards,

[redacted]

--

Sch 2 2.2(a)(ii) [redacted]

MeriSTEM Project Coordinator

Sch 2 2.2(a)(ii) [redacted]@anu.edu.au

Physics Education Centre  
Research School of Physics and Engineering Building 38a, Australian National University, Canberra, ACT 2601, Australia

**From:** "Mpasso, Chimwemwe"

**Sent:** 01/02/2017 11:45 PM

**To:** Sch 2 2.2(a)(ii) [redacted]@anu.edu.au>

**Cc:** Sch 2 2.2(a)(ii) [redacted]@anu.edu.au>

**Subject:** RE: MeriSTEM project update [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi [redacted],

Yes you can raise an invoice for the \$44,000 as this was the agreed first instalment in the funding deed. The final invoice for the \$11,000 when the milestone for that drawdown is satisfied.

Kind regards

Chimwemwe

Chimwemwe Mpasso | Assistant Manager - Innovation | Innovate Canberra | Chief Minister, Treasury and Economic Development Directorate |

02 62075843 | ☐ 02 62070033 | [chimwemwe.mpasso@act.gov.au](mailto:chimwemwe.mpasso@act.gov.au) | Level 4 Canberra Nara Centre 1 Constitution Avenue

Canberra ACT 2601 | GPO BOX 158 Canberra City 2601 |

| [www.business.act.gov.au](http://www.business.act.gov.au)

-----Original Message-----

**From:** Sch 2 2.2(a)(ii) [redacted]@anu.edu.au]

**Sent:** Thursday, 2 February 2017 10:37 AM

**To:** Mpasso, Chimwemwe

**Cc:** Sch 2 2.2(a)(ii) [redacted]

**Subject:** Re: MeriSTEM project update [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

Sorry - I think that was my fault. My phone connection has been very bad over the past couple of days.

I'll get in touch with the appropriate people. Are you requesting that we draw down the entire first payment of \$44,000 (to then spend as we go), or that we draw down what we have spent thus far?

Kind regards,

[redacted]



Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancery Building 10C  
The Australian National University  
Acton ACT 2601  
Australia  
Phone: 02 6125 8721  
Email: [financial.shared.services@anu.edu.au](mailto:financial.shared.services@anu.edu.au)

ABN: 52 234 063 906

Customer 0027245  
**Treasury Economic Development Directorat**  
Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Physics & Engineering

Invoice No. 454703  
Due Date 16/03/2017  
Amount Due 44,000.00 AUD  
Invoice Date 14/02/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>On Commencement of Deed</b> Funded Activity: Delivery of MeriSTEM Project Funds provider number: CBRIDF16/1700028 Deed of Grant signed on 16 Sept 2016 Project title: MeriSTEM: Modular educational resources in Science, Technology, Engineering and Mathematics ANU CI: <a href="#">Sch 2.2.2(a)(ii)</a> Grant instalment: \$44,000 GST (inclu) On commencement of the Deed.	1.00		40,000.00	4,000.00	44,000.00

SubTotal Ex-GST	40,000.00
Total GST	4,000.00
<b>Total incl. GST</b>	<b>44,000.00</b>
<b>Amount Due</b>	<b>44,000.00 AUD</b>

Ok to pay  
CM 15/02/17

<b>Payment Instruction</b>	Customer ID: 0027245 Invoice No: 454703 Balance Due: 44,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select Debtor Invoice, Enter 454703
<b>Direct Deposit</b>	Bank: National Australia Bank, Canberra Office - Civic Square ACT Account Name: ANU General Account BSB: 082-902 Account: 674507553 SWIFT Code: NATAAU3302S for overseas payments Reference: 454703 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>





AUSTRALIAN CAPITAL TERRITORY

# DEED OF GRANT

<b>Dated</b>	22 February 2017
<b>Parties</b>	<b>AUSTRALIAN CAPITAL TERRITORY</b>  Out of Scope  THE AUSTRALIAN NATIONAL UNIVERSITY ABN: 52 234 063 906  <b>SPACE BASED QUANTUM COMMUNICATIONS</b>
<b>Prepared by</b>	Innovate Canberra Chief Minister, Treasury and Economic Development Directorate Level 4, Canberra Nara Centre 1 Constitution Avenue Canberra City, ACT, 2601 Ph: 02 6205 8602
<b>Version</b>	Final - Feb 2017

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth)* (**Territory**) represented by the Innovate Canberra, Chief Minister, Treasury and Economic Development Directorate.

# Out of Scope

And

**The Australian National University**

**ABN: 52 234 063 906**, an institution pursuant to the *Australian National University Act 1991 (Cth)* as represented by the Research School of Physics and Engineering of ACTON ACT 2601  
(**ANU**)

(**Out of Scope** and ANU are each a **Recipient**, and collectively the **Recipients** under this Deed).

---

## **BACKGROUND**

- A. The Recipients have applied to the Territory for a grant under a Territory program known as the “Key Capability Area Funding Program”.
  - B. The Territory has agreed to make and the Recipients have agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.
  - C. Subject to the terms and conditions of this Deed, the Recipients intend to enter into a Collaboration Agreement to detail the joint conduct of the Funded Activity; and the intellectual property arrangements that apply to the contributions brought to the Funded Activity and the outcomes or results generated by it (**Collaboration Agreement**).
- 

**IT IS AGREED** by the parties as follows.

### **1. Interpretation**

#### **1.1 Definitions**

The following definitions apply in this Deed, unless the context otherwise requires.

**Contact Officer** means, in relation to each party, the representatives

whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

<b>Funded Activity</b>	means the activity described in <b>Schedule 2</b> .
<b>Grant</b>	means the amount specified in <b>Item 2 Schedule 1</b> and any interest accruing on that amount after it has been paid to the Recipients.
<b>Grant Material</b>	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
<b>Grant Period</b>	means the period specified in <b>Item 1 Schedule 1</b> , and if extended, the initial period and the extended period.
<b>GST</b>	has the same meaning as it has in the GST Act.
<b>GST Act</b>	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).
<b>Invoice</b>	means an invoice that: <ul style="list-style-type: none"> <li>(1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;</li> <li>(2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;</li> <li>(3) sets out or is accompanied by any other details or reports required under this Deed; and</li> <li>(4) is rendered at the times specified in <b>Item 2 Schedule 1</b> (if any) and addressed to the Territory's Contract Officer.</li> </ul>
<b>Special Condition</b>	means any provision set out in <b>Schedule 3</b> .
<b>Territory</b>	means: <ul style="list-style-type: none"> <li>(1) when used in a geographical sense, the Australian Capital Territory; and</li> <li>(2) when used in any other sense, the body politic</li> </ul>

established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

## **1.2 General**

In this Deed, unless a contrary intention is expressed:

- (1) references to “Recipient” or “Recipients” includes any employees, students, agents or subcontractors of the Recipient or Recipients;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) “include” is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## **2. Payment and Use of Grant**

### **2.1 Payment of Grant**

The Territory must pay the Recipients the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

### **2.2 Use of Grant**

The Recipients must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

## **3. Grant Period**

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## 4. GST

If the Recipients are registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipients an amount equal to the GST under the GST Act lawfully payable by the Recipients in respect of supplies to the Territory that are taxable supplies under the GST Act.

## 5. Records

### 6.1 Obligation to keep records

The Recipients must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Grant,
  - (b) other money received and spent on the Funded Activity,
  - (c) the progress of the Funded Activity, and
  - (d) any other records in respect of the Funded Activity,that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

### 6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipients and the progress of the Funded Activity.
- (2) The Recipients must:
  - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
  - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

### **6.3 Territory's Auditor-General**

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

## **6. Reporting of progress and expenditure**

### **6.1 Progress reports**

The Recipients must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

### **6.2 Other notifications**

The Recipients must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## **7. Acknowledgement of Funding**

### **7.1 Acknowledgement of Territory support**

The Recipients must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### **7.2 Other obligations**

The Recipients must:

- (1) in relation to the material referred to in **clause 7.1(2)**, promptly provide to the Territory:
  - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
  - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **8. Intellectual Property Rights**

### **8.1 Ownership of Grant Material**

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipients in the proportions set out in the Collaboration Agreement.

### **8.2 Licence to Territory**

Each Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the Grant Material including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the Grant Material for the internal reporting or non-commercial, ancillary purposes of the Territory.

## **9. Insurance and Indemnity**

### **9.1 Recipient's insurance**

The Recipients must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipients; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better, or otherwise approved by the Territory, and must produce evidence of that insurance as required by the Territory.

### **9.2 Indemnity**

Each Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

## **10. Termination of Grant**

### **10.1 Breach**

The Territory may terminate this Deed at any time by written notice to the Recipients, if either of the Recipients:



- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:
  - (a) if capable of being remedied, is not remedied within a 30 day period specified in a written notice by the Territory, or
  - (b) is not capable of being remedied.

#### **10.2 Termination or reduction of funding for any reason**

The Territory may, at any time by written notice to the Recipients, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipients must:

- (1) in the event of termination, comply with the notice and **clause 11**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

#### **10.3 No prejudice**

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

### **11. Refund of Grant**

#### **11.1 Repayment of unacquitted funds**

At the end of the Grant Period, or earlier termination of this Deed, the Recipients must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

#### **11.2 Meaning of unacquitted funds**

For the purposes of **clause 11.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **12. Dispute Resolution**

### **12.1 Negotiation and Mediation of Dispute**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then any party may give written notice to the other parties that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 12.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement within 7 days of commencement of the mediation process, a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation.

### **12.2 No prejudice**

Nothing in this **clause 12** will prejudice the rights of any party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## **13. Variation**

### **13.1 Variation to Funded Activity**

The Recipients must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

### **13.2 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## **14. General**

### **14.1 No assignment**

The Recipients must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### **14.2 Conflict of interest**

Each Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the Recipient's performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### **14.3 No employment, partnership or agency relationship**

Nothing in this Deed constitutes each Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and each Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

### **14.4 Entire Agreement**

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

### **14.5 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

### **14.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

### **14.7 Compliance with laws and governing law**

- (1) The Recipients must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

#### **14.8 Notices**

Any notice, including any other communication, required to be given or sent to any party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the receiver's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### **14.9 Forms and statements**

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

#### **14.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

#### **14.11 Survival of clauses**

Clauses 6, 7.1, 9.2, 10.2 and 11 will survive the expiration or earlier termination of this Deed.

## SCHEDULE 1

### GRANT DETAILS

- Item 1. Grant Period**  
*See clauses 1.1 and 3*
- From the date of this Deed until 30 June 2017.
- Item 2. Grant**  
*See clauses 1.1 and 2.1*
- (1) Grant:  
Out of Scope - \$206,250 (GST Inc)  
ANU - \$206,250 (GST Inc)
- (2) Invoices may only be rendered in accordance with **Schedule 2 Item 2**.
- (3) Except if otherwise stated in this Deed, the Grant is:
- (a) payable within 30 days of receipt by the Territory of an Invoice; and
- (b) inclusive of GST and all other taxes, duties and charges.
- Item 3. Reporting and Acquittal**  
*See clause 6.1*
- (1) The Recipients are required to submit reports in accordance with **Schedule 2 Item 3**.
- Item 4. Other insurance requirements**  
*See clause 9.1*
- (1) Public Liability Insurance: \$10 million in respect of each occurrence.
- (2) Other Insurance: Professional indemnity insurance coverage in the amount of \$10 million in respect of each claim and in the annual aggregate.
- Item 5. Contact Officers**  
*See clauses 1.1 and 14.8*
- For the Territory:
- Geoff Keogh  
Senior Manager, Strategy  
Innovate Canberra  
Chief Minister, Treasury and Economic  
Development Directorate  
ACT Government  
GPO Box 158  
CANBERRA CITY ACT 2601  
Ph: (02) 6207 8841
- For the Recipients:

Out of Scope

Sch 2 2.2(a)(ii)

Assistant Manager, Research Contracts  
Science Administration  
Australian National University  
Building 36, Science Road  
Acton, ACT 2601  
Australia  
Ph: (02) 6125 2334  
Email: [contracts.rm@anu.edu.au](mailto:contracts.rm@anu.edu.au)

**Item 6. Form of Acknowledgement**  
*See clause 7.1*

This statement to be included in all material: "with assistance from the ACT Government under the Key Capability Area Funding Program". The ACT Government logo, in accordance with any Territory policy governing its use, should also be displayed on any promotional material that relates to the Funded Activity.

## SCHEDULE 2

### Item 1. THE FUNDED ACTIVITY

The funded activity is a collaboration between Out of Scope, ANU, Out of Scope

The Recipients will undertake activities for the purpose of bringing together the space telescope, adaptive optics, quantum information and optical communications capabilities of Out of Scope, ANU, Out of Scope, to establish and demonstrate a pathfinder quantum ground station for satellite crypto-communication as set out in the proposal received by the ACT Government. See Attachment A project proposal (the **Project**).

The **total cost** of the Project is AUD\$675,000 of which AUD\$300,000 is provided as an **in-kind** contribution by the partner organisations Out of Scope and ANU, and AUD\$375,000 (ex GST) is **provided** by the ACT Government.

	ACT Government Funds (Ex GST)	In-kind Support
Out of Scope	\$187,500	\$150,000
ANU	\$187,500	\$150,000
<b>Totals</b>	<b>\$375,000</b>	<b>\$300,000</b>

### Item 2. PAYMENT SCHEDULE

The Recipients may invoice in accordance with the following schedule.

Date	Prerequisite Event	Amount (Ex GST)
On or after receipt of executed Deed of Grant	Properly executed Deed	Out of Scope - \$187,500 ANU - \$187,500

### Item 3. REPORTING AND ACQUITTAL

The Recipients are required to submit reports as outlined below

Date	Milestone Report
31 March 2017	Progress Report
Project completion	Completion Report

The Recipients must include in the Progress Report:

- a) a report of progress in undertaking the activities at **Item 1**. This report will include Project achievements; and copies of any published reports or other documentation relevant to the Project.

The Recipients must include in the Completion Report:

- a) a statement of Grant funds received and spent by each of the Recipients.
- b) all other Project income and expenditure including Recipient and other contributions, received into and spent on the Project.
- c) Direct "Cash" expenditure must be separated from in-direct, "In-kind" expenditure on the Project for each of the Recipients
- d) Both ANU and **Out of Scope** must demonstrate that each institution has committed at least \$150,000 in-kind to the Project.



## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

*See clauses 1.1 and 14.10*

**Item 1. PARTICIPATION IN PROMOTIONAL ACTIVITIES**

The Territory may use each Recipient's name as an example of an organisation it has assisted in promotional activities and material of Key Capability Area development.

SIGNED AS A DEED ON 22 February 2017 ..... 20

SIGNED for and on behalf of the )  
AUSTRALIAN CAPITAL TERRITORY )  
in the presence of: ) Signature of Territory delegate

*Ian Cox*

*[Handwritten signature]*

.....  
Signature of witness

.....  
Ian Cox  
Print name

.....  
Debbie Hilton  
Print name

Out of Scope



**SIGNED for and on behalf of  
Australian National University  
ABN: 52 234 063 906  
in the presence of:**

Sch 2 2.2(a)(ii)

.....  
**Signature of witness**

Sch 2 2.2(a)(ii)

.....  
**Print name**

Sch 2 2.2(a)(ii)

)  
)  
) Signature of Recipient or authorised officer\*

\*delete whichever is not applicable (see note below)

Sch 2 2.2(a)(ii)

.....  
Research School of Physics and Engineering  
.....  
**Print name and position**

.....  
Signature of second authorised officer\*

\*see note below

.....  
**Print name and position**



**Note:**

- Date:** Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Individual:** Must be signed by the individual Recipient and witnessed.
- Incorporated Association:** Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

**ATTACHMENT A – PROJECT PROPOSAL**



**AUSTRALIAN CAPITAL TERRITORY**

# DEED OF GRANT

**Dated**

28 February 2017

**Parties**

**AUSTRALIAN CAPITAL TERRITORY**

**THE AUSTRALIAN NATIONAL  
UNIVERSITY**

**ABN: 52 234 063 906**

**Activity**

**'FROM SENSORS TO SOLUTIONS'  
PROJECT**

**Prepared by**

Innovate Canberra  
Chief Minister, Treasury and Economic Development  
Directorate  
GPO Box 158  
CANBERRA ACT 2601

**Version**

~~draft~~ FINAL CM

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate,

The **AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 (**Recipient**).

---

## **BACKGROUND**

- A. The Recipient has applied to the Territory for a grant to deliver the Project titled 'From Sensors to Solutions'.
  - B. The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.
- 

**IT IS AGREED** by the parties as follows.

### **1. Interpretation**

#### **1.1 Definitions**

The following definitions apply in this Deed, unless the context otherwise requires.

<b>Contact Officer</b>	means, in relation to each party, the representatives whose names and contact details are specified in <b>Item 4 Schedule 1</b> , or as notified in writing from time to time by one party to the other.
<b>Funded Activity</b>	means the activity described in <b>Schedule 2</b> .
<b>Grant</b>	means the amount specified in <b>Item 2 (1) Schedule 1</b> and any interest accruing on that amount after it has been paid to the Recipient.
<b>Grant Material</b>	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
<b>Grant Period</b>	means the period specified in <b>Item 1 Schedule 1</b> , and if extended, the initial period and the extended period.
<b>GST</b>	has the same meaning as it has in the <i>A New Tax</i>

*System(Goods and Services Tax) Act 1999 (Cwlth).*

**Invoice**

means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 7 Schedule 2** (if any) and addressed to the Territory's Contract Officer.

**Special Condition**

means any provision set out in **Schedule 3**.

**Territory**

means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

**1.2 General**

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;



- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## **2. Payment and Use of Grant**

### **2.1 Payment of Grant**

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

### **2.2 Use of Grant**

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

## **3. Grant Period**

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## **4. Separate accounting for Grant**

### **4.1 Separately account for Grant**

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

### **4.2 Bank account**

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
  - (a) the details of that account, and
  - (b) any change to that account.
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

## **5. GST**

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

## **6. Records**

### **6.1 Obligation to keep records**

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Grant,
  - (b) other money received and spent on the Funded Activity,
  - (c) the progress of the Funded Activity, and
  - (d) any other records in respect of the Funded Activity,that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

### **6.2 Access**

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
  - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
  - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

### **6.3 Territory's Auditor-General**

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

## **7. Reporting of progress and expenditure**

### **7.1 Monitoring reports**

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

## **7.2 Other notifications**

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## **8. Acknowledgement of Funding**

### **8.1 Acknowledgement of Territory support**

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 5 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### **8.2 Other obligations**

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
  - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
  - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **9. Intellectual Property Rights**

### **9.1 Ownership of Grant Material**

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

9.2 Not used

9.3 Not used

## **10. Insurance and Indemnity**

### **10.1 Recipient's insurance**

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 6 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 6 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

## **10.2 Indemnity**

The Recipient indemnifies the Territory, its employees and agents in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

## **11. Termination of Grant**

### **11.1 Breach**

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
  - (b) is not capable of being remedied.

### **11.2 Termination or reduction of funding for any reason**

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

### **11.3 No prejudice**

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

## **12. Refund of Grant**

### **12.1 Repayment of unacquitted funds**

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

### **12.2 Meaning of unacquitted funds**

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **13. Dispute Resolution**

### **13.1 Negotiation and Mediation of Dispute**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise

agreed, the parties will equally share the costs of the engagement of the mediator.

### **13.2 No prejudice**

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## **14. Variation**

### **14.1 Variation to Funded Activity**

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified Item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

### **14.2 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## **15. General**

### **15.1 No assignment**

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### **15.2 Conflict of interest**

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### **15.3 No employment, partnership or agency relationship**

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates

any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

#### **15.4 Entire Agreement**

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

#### **15.5 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

#### **15.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

#### **15.7 Compliance with laws and governing law**

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

#### **15.8 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

**15.9 Forms and statements**

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

**15.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

**15.11 Survival of clauses**

Clauses 6, 7.1, 10.2 and 12 will survive the expiration or earlier termination of this Deed.



## SCHEDULE 1

### GRANT DETAILS

**Item Grant Period** From the date of this Deed to 30 June 2017  
 1. *See clauses 1.1 and 3*

**Item Grant** (1) Grant: \$220,000 (GST inclusive)  
 2. *See clauses 1.1 and 2.1* (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following table:

Instalment	When invoice may be rendered.
\$110,000.00	On commencement of this Deed.
\$82,500.00	On receipt of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 1 July 2016 to 31 December 2016.
\$27,500.00	On receipt of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 1 January to 30 June 2017)

- (3) Except if otherwise stated in this Deed, the Grant is:
- (a) payable within 30 days of receipt by the Territory of an Invoice; and
  - (b) inclusive of GST and all other taxes, duties and charges.

**Item Reporting and Acquittal** The Recipient is required to submit reports as follows:  
 3. *See clause 7.1*

Reporting for the Funded Activity performed during the period:	Report for that period due by:
1 July 2016 to 31 December 2016	31 January 2017
1 January 2017 to 30 June 2017	31 July 2017

<b>Item</b>	<b>Contact Officers</b>	For the Territory:
4.	<i>See clauses 1.1 and 15.8</i>	<p>Glen Hassett  Senior Manager, Innovation  Innovate Canberra  Chief Minister, Treasury and Economic Development  Directorate  ACT Government  GPO Box 158  CANBERRA ACT 2601</p> <p>Ph: 02 6205 5346  Email: <a href="mailto:Glen.Hassett@act.gov.au">Glen.Hassett@act.gov.au</a></p> <p>For the Recipient:</p> <p><b>Sch 2 2.2(a)(ii)</b>  Industry Liaison Engineer  Australian National University  Advanced Instrumentation and Technology Centre  Mount Stromlo Observatory  Weston, ACT 2611</p> <p>Ph: 02 6125 1289  Email: <a href="mailto:Sch 2 2.2(a)(ii)@anu.edu.au">Sch 2 2.2(a)(ii)@anu.edu.au</a></p>
<b>Item</b>	<b>Form of Acknowledgement</b>	“From Sensors to Solutions is supported by the ACT Government”
5.	<i>See clause 8.1</i>	<p>Together with the Australian Capital Territory logo as detailed and in accordance with the parameters for use set out at:</p> <p><a href="http://shareservices/actgovt/branding/logos.html">http://shareservices/actgovt/branding/logos.html</a></p>
<b>Item</b>	<b>Recipient’s Insurance</b>	(1) Public liability insurance: \$10 million (in respect of each claim).
6.	<i>See clause 10.1</i>	(2) Other insurance: not used.

## SCHEDULE 2

### The Funded Activity

The Funded Activity will leverage existing ACT capability and infrastructure including the Australian Geoscience Data Cube, Canberra Innovation Network, Advanced Instrumentation and Technology Centre, UNSW Canberra Space, and the presence of Airbus Defence & Space, to further develop the space and spatial ecosystem and promote long-term economic growth. It will demonstrate how Earth Observation Data can be used to develop products and services that support government, business and the ACT community and generate economic growth. The Funded Activity will further identify data gaps that could be addressed through the development of new instruments in the ACT.

The Funded activity will stimulate economic growth through the identification of new applications for space-derived data, the translation of these ideas into commercial products and services, the specification of new instruments to be built in the ACT and the creation of new start-up companies.

The Funded Activity comprises the following activities that the Recipient will deliver:

**Item 1** Establishment of a steering group consisting of representatives from each partner to manage the delivery of a pilot project and facilitate the exchange of information related to existing activities and identify new opportunities for collaboration.

**Item 2** Hold an ACT Government workshop to identify the Directorates and services that could benefit from access to applications using space-derived data.

**Item 3** Adding commercial data to the Australian Geoscience Data Cube and Pilot Project

**Item 4** Hold the entrepreneur/research workshop to facilitate collaboration between the research and entrepreneur communities to stimulate new business ideas.

**Item 5** Identify future opportunities for collaboration including the development of new applications, the expansion of the capability of the AGDC, or the need for additional data that could be generated through the development of new instruments.

**Item 6** Explore other future funding sources including grant applications to the federal government for instruments and further development of satellite data applications and services.

**Item 7** Reporting

Without affecting the Recipient's obligations under any other clause of this Deed, the Recipient must provide to the Territory within 30 days after each of 31 December and 30 June in the Grant Period and within 30 days after the expiration or termination of this Deed the following:

- (a) A written report that provides a summary of the outcomes achieved under the Items 1-6 of the Funded Activity;
- (b) A financial report of the expenditure of the Grant; and
- (c) Key performance indicator statistics associated with the provision of the Funded Activity (Item 8)

### Item 8 Key Performance Indicators

Schedule 2 Reference	Indicator	6 Months to 31 Dec 2016	6 Months to 30 Jun 2017	Total 2016-2017
		Target	Target	Target
<b>Item 1</b>	Establishment of the steering group and definition of ToR [number of meetings]	2	4	6
<b>Item 2</b>	Delivery of ACT Government Workshop and identification of areas of interest [number]	1		1
<b>Item 3</b>	Airbus data collected over the ACT [accumulated km <sup>2</sup> of imagery]	18000	9000	27000
<b>Item 4</b>	Delivery of entrepreneur/research Workshop [number]		1	1
<b>Item 5</b>	Identification of future opportunities for collaboration [number]		2	2
<b>Item 6</b>	Submission of funding applications to support projects identified in Item 5 [number]		2	2
<b>Item 7 (a)</b>	Written Progress reports [number]	1	1	2
<b>Item 7 (b)</b>	Written Financial reports [number]	1	1	2
<b>Item 7 (c)</b>	Key performance indicator update [number]	1	1	2

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

*See clause 15.10*

#### **Item 1 Privacy of Personal Information**

##### **1.1 Personal Information**

In this Deed, Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

##### **1.2 Employee awareness**

The Recipient must ensure that each person engaged in performance of the Funded Activity by the Recipient requiring access to any Personal Information held in connection with this Deed:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Recipient to take disciplinary action against the person.

##### **1.3 Reasonable requests, directions and guidelines**

The Recipient must, in respect of any Personal Information held in connection with this Deed, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

##### **1.4 Handling of complaints**

A complaint alleging an interference with the privacy of an individual in respect of the Funded Activity (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Recipient of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Recipient receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and
- (3) after the Territory has given or been given notice in accordance with

paragraphs (1) or (2) above, it will keep the Recipient informed of all progress with the Complaint concerning the actions of the Recipient.

#### **1.5 Survival of Item**

This Item survives the expiry or earlier termination of this Deed.

### **Item 2. No assignment or subcontracting**

- (1) The Recipient must not subcontract the performance of the Funded Activity or assign the whole or part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Recipient or a company that controls the Recipient (except a company listed on an Australian stock exchange) is taken to be an assignment.
- (3) For the purposes of paragraph (2), "control" includes:
  - (a) the direct or indirect holding of more than 50% of the share capital of a corporation;
  - (b) the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:
    - (i) directly or indirectly control the membership of the board of directors of the corporation; or
    - (ii) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

### **Item 3 Governance**

The Recipient must establish and maintain appropriate governance arrangements so as to effectively manage the Funded Activity in Schedule 2 including but not limited to staffing, reporting, financial management, facilities and administration.

DATE OF THIS DEED .....

28/02

2017 CM

SIGNED as a Deed for and on behalf of the AUSTRALIAN CAPITAL TERRITORY

)  
)  
) Signature of Territory delegate

*[Handwritten signature]*

in the presence of:

*[Handwritten signature]*

Signature of witness

Glen Harsett

Print name

CHAMLEMMI MPASO

Print name

SIGNED as a Deed for and on behalf of the AUSTRALIAN NATIONAL UNIVERSITY, ABN 52 234 063 906 in accordance with section 127 of the Corporations Act 2001:

)  
)  
) Signature of authorised officer

Sch 2 2.2(a)(ii)

Sch 2 2.2(a)(ii)

Print Name

Sch 2 2.2(a)(ii)

Signature of witness

Sch 2 2.2(a)(ii)

Print name

All common seal  
is required under  
constitution



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

Reference: ANU\_2015\_01

Professor Paul Pickering  
Dean  
College of Arts and Social Sciences  
Australian National University  
CANBERRA ACT 0200

Dear Professor Pickering

Thank you for our meeting of 20 December 2016 about the funding agreement for the Community Outreach Program, which expires on 30 June 2017. I look forward to continuing our discussion to ensure the program achieves strong outcomes for the ACT community.

As highlighted at our meeting, I would strongly encourage the ANU to consider activities in its future ACT Government funded program, which clearly align with the principles of the ACT Arts Policy. It would also be prudent for the ANU to focus on inclusion, access and diversity, particularly for people in our community who don't usually get to experience the arts as either audience member or participant. We would appreciate a draft program proposal by 21 April 2017. Following review and discussion, a final program proposal will be required by 12 May 2017.

In recognition of the close relationship between the School of Art and Design, School of Music, and Canberra schools, we will also be seeking the input of the ACT Education Directorate and Canberra Institute of Technology, in relation to community access programs, and would encourage you to do the same as you develop your program. Consistent with the ACT Government's standard arts funding processes, expert peers will assess and provide advice to Cultural Canberra on the ANU's proposed program.

Once the ACT Government's 2017-18 ACT Budget has been finalised in June 2017, Cultural Canberra will be able to provide the financial parameters for a new agreement.

Further to the ACT Government's election commitment of \$250,000 for the Advanced Music Performance Program, Cultural Canberra looks forward to the development of the Performance Program, noting the funding commitment will be considered in the 2017-18 ACT Budget. Cultural Canberra will be in a position to further discuss the Performance Program once it has been developed, the additional funds have been raised by the ANU, and the ACT Budget is finalised.

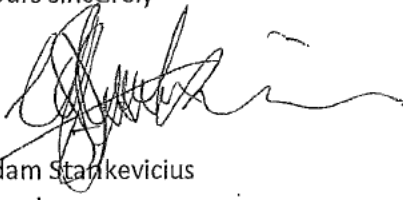
Given the funding agreement for the Music for College program has been extended to 31 December 2017, Cultural Canberra would also appreciate the ANU submitting a detailed program and budget for our approval for that program.



As you may be aware, Cultural Canberra is developing an Arts Funding Plan, through a community consultation process, which was attended by ANU representatives. The Arts Funding Plan will align with the 2015 ACT Arts Policy and will set out the Government's arts funding priorities. It is anticipated that the Plan will be considered by the Government in 2017 and will inform possible changes to funding categories and delivery mechanisms, including for the Community Outreach Program.

Cultural Canberra looks forward to further discussions with the ANU on the funding agreement for the Community Outreach Program.

Yours sincerely



Adam Stankevicius  
Director  
Cultural Canberra

---

22 March 2017

CBR Innovation Development Fund – 2016/17 Funded Projects

Organisation	Project Name	Funded Amount \$	Paid to date \$	To be paid 16/17	16/17 to be paid date	To be paid 17/18	17/18 to be paid date
<b>Out of Scope</b>							
ANU	Techbroker	150,000.00	\$90,000	\$50,000	2/4/17	\$10,000	2/12/17
ANU	From Sensors to Solutions	200,000.00					
ANU	MD Box	100,000.00	\$50,000	\$40,000	23/3/17	\$10,000	23/8/17
ANU	MeriSTEM	50,000.00	\$40,000			\$10,000	31/7/17

**Out of Scope**

CBR Innovation Development Fund – 2016/17 Funded Projects

Organisation	Project Name	Funded Amount \$	Paid to date \$	To be paid 16/17	16/17 to be paid date	To be paid 17/18	17/18 to be paid date
<b>Out of Scope</b>							
ANU	Techbroker	150,000.00	\$90,000	\$50,000	2/4/17	\$10,000	2/12/17
ANU	From Sensors to Solutions	200,000.00		\$175,000	ASAP	\$25,000	****
ANU	MD Box	100,000.00	\$50,000	\$40,000	23/3/17	\$10,000	23/8/17
ANU	MeriSTEM	50,000.00	\$40,000			\$10,000	31/7/17
<b>Out of Scope</b>							



Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancelry Building 10C  
The Australian National University  
Acton ACT 2601  
Australia  
Phone: 02 6125 8721  
Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Customer 0027245  
**Treasury Economic Development Directorat**  
Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Astronomy & Astrophys

Invoice No. 455710  
Due Date 06/05/2017  
Amount Due 110,000.00 AUD  
Invoice Date 06/04/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>Funds on commencement</b> Directorate funds on commencement of the Deed of the project "From Sensors to Solutions: Leveraging Existing Earth Observation from Space Capability and Infrastructure in the ACT to grow the Space Economy" as per the Deed of Grant as of 28 the Feb 2017. ANU CI: <a href="#">Sch 2 2.2(a)(ii)</a>	1.00		100,000.00	10,000.00	110,000.00

SubTotal Ex-GST	100,000.00
Total GST	10,000.00
<b>Total incl. GST</b>	<b>110,000.00</b>
<b>Amount Due</b>	<b>110,000.00 AUD</b>

CBR IDF

OK to pay

Auth. 2/5/17.

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 455710 <b>Balance Due:</b> 110,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>455710</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> 455710 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

Customer **Treasury & Economic Devel Directorate**  
0027245 Daniel Chan  
Innovate Canberra  
Chief Minister  
Level 4, Canberra Nara Centre  
1 Constitution Ave  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Physics & Engineering

Invoice No. 455830  
**Due Date 18/05/2017**  
**Amount Due 206,250.00 AUD**  
Invoice Date 18/04/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>Innovate Canberra funds</b> nnovate Canberra funds to the project "Space Based Quantum Communications Collaboration with <sup>Out of Scope</sup> as per Deed of Grant from 22 February 2017 ANU CI: <b>Sch 2 2.2(a)(ii)</b>	1.00		187,500.00	18,750.00	<b>206,250.00</b>
Funds on or after receipt of executed Deed						

SubTotal Ex-GST	187,500.00
Total GST	18,750.00
<b>Total incl. GST</b>	<b>206,250.00</b>
<b>Amount Due</b>	<b>206,250.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 455830 <b>Balance Due:</b> 206,250.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>455830</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>455830</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>



Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancery Building 10C  
The Australian National University  
Acton ACT 2601  
Australia  
Phone: 02 6125 8721  
Email: [financial.shared.services@anu.edu.au](mailto:financial.shared.services@anu.edu.au)  
ABN: 52 234 063 906

Customer **CMT & Economic Development Directorate**  
10016 Glen Hassett  
Innovate Canberra  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Research School of Chemistry

Invoice No. 456015  
Due Date 28/05/2017  
Amount Due 44,000.00 AUD  
Invoice Date 28/04/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>CBR16/1700032 Pmnt/Inv 2</b> On Receipt of the Report Required Under Schedule 1, Item 3 Project title: CBR16/1700032 MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulations ANU CI: <span style="background-color: #cccccc;">Sch 2 2.2(a)(ii)</span> Ref-Q4601020	1.00		40,000.00	4,000.00	<b>44,000.00</b>

SubTotal Ex-GST	40,000.00
Total GST	4,000.00
<b>Total incl. GST</b>	<b>44,000.00</b>
<b>Amount Due</b>	<b>44,000.00 AUD</b>

Ok to pay  
CMT

9/5/17

<b>Payment Instruction</b>	Customer ID: 10016 Invoice No: 456015 Balance Due: 44,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select Debtor Invoice, Enter 456015
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> 456015 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>



**Fund No:** Q4601020  
**Project:** ACT Chief Minister, Treasury and Economic Development Directorate -  
MD Box: A Could based repository and analysis toolkit for molecular  
dynamics simulation  
**Donor Ref:** CBR16/1700032  
**Chief Investigator:** Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
**For the Period 01 September, 2016 to 31 March, 2017**

	<u>Current Period</u> \$
<b>Unspent Balance as at 01 September, 2016</b>	0.00
<b><u>Add</u></b>	
Other Income	50,000.00
<b>Total Income</b>	<u>50,000.00</u>
<b>Total Available Funds Before Expenditure</b>	<u>\$50,000.00</u>
<b><u>Less</u></b>	
Salaries & Related Costs	44,206.36
<b>Total Expenditure</b>	<u>44,206.36</u>
<b>Unspent Balance as at 31 March, 2017</b>	<u>\$5,793.64</u>

I certify that the above statement accurately summarises the financial records of the grant and that these records have been properly maintained so as to record accurately the Income and Expenditure of the grant.

Sch 2 2.2(a)(ii)

Senior Finance Manager - Research  
Research Accounting

8/5/17



Australian  
National  
University

Research School of Chemistry

Sch 2 2.2(a)(ii) @anu.edu.au

The Australian National University

Canberra ACT 2601 Australia

[www.anu.edu.au](http://www.anu.edu.au)

CRICOS Provider No. 00120C

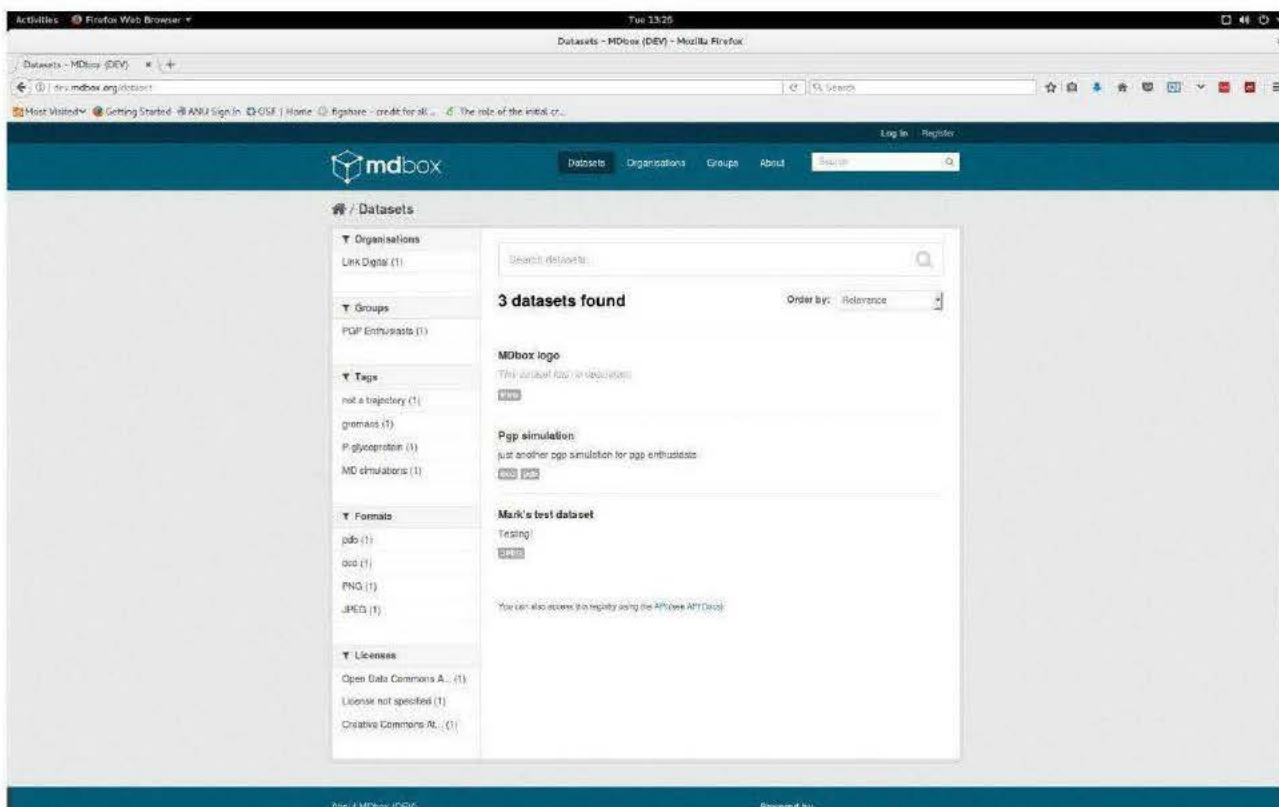


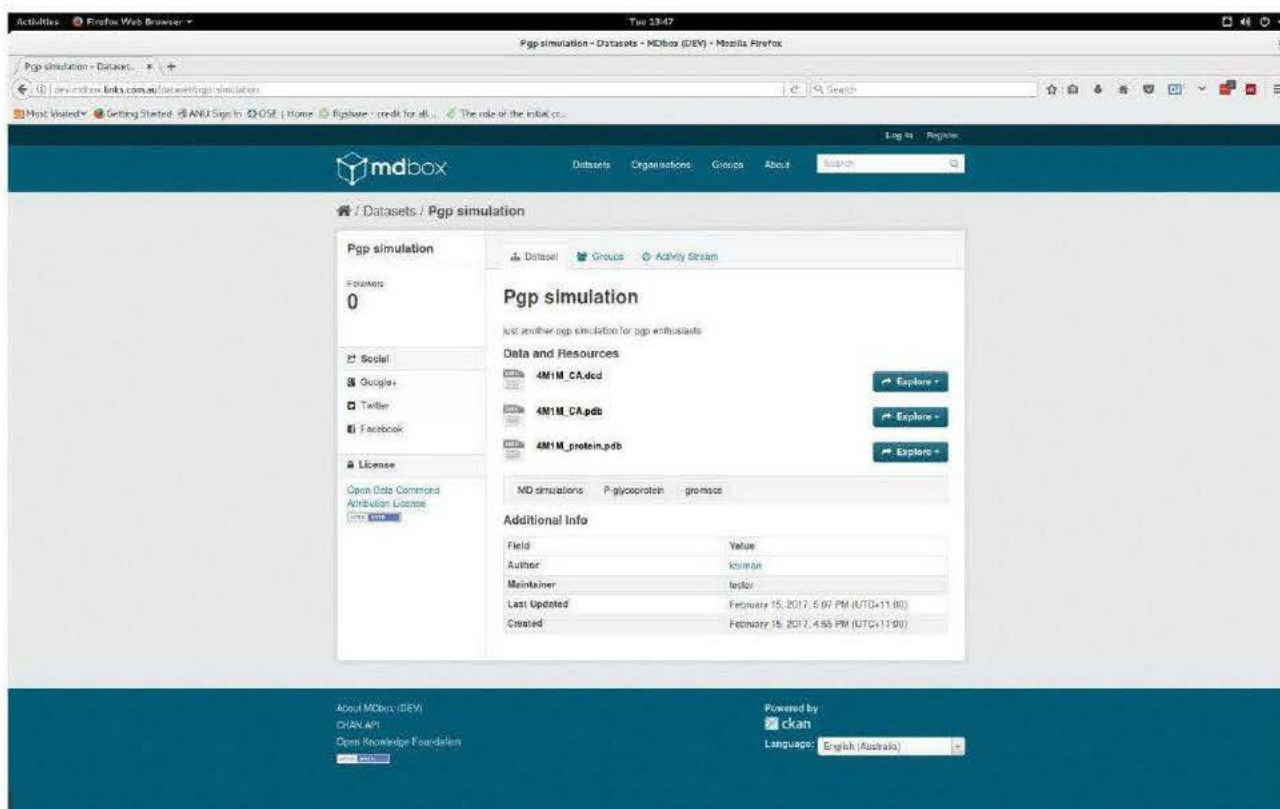
# Progress report for CBR IDF grant

## MDbox: a cloud-based repository and analysis toolkit for molecular dynamics simulations

### Item 1a,b: Concept design of the repository

The first iteration of MDbox has been implemented using CKAN - the open source data platform developed and maintained by Open Knowledge. CKAN offers desirable features for data storage prototyping, while keeping costs low. The uploaded data is searchable by keyword or by navigating through the left hand menu, it provides basic open data licensing and links metadata page to the resource, as illustrated on the screenshots shown below.





This current design will be further customised to increase visibility and searchability of data by providing more detailed description in the metadata section. This will include broad classification of the simulations based on the systems (proteins, membranes, nucleic acids, materials, etc.), force fields, software engines, temperature and other relevant factors. Some of the information can be retrieved directly from the uploaded files, while other entries will be added manually by the users.

The required files for upload will include:

- input files required to run simulations (force field parameters, simulation parameters, initial system coordinates);
- resulting trajectories.

The analysis tools that will be included in the prototype will include calculations of root-mean-square deviations (RMSD) and root-mean-square fluctuations (RMSF), which are one of the most commonly calculated properties of the simulated systems. The list will be expanded in the collaboration with the users.

Due to the limited availability of storage and computing resources, at this stage the main goal of the MDBox prototype is to introduce this model of data storage to the community, and to validate and improve it with input from users. Every registered user will be asked for feedback and suggestions of the most important features that should be available to make the repository useful in their research. The prototype is still in development, but it is anticipated that it will be made publicly available at [www.mdbox.org](http://www.mdbox.org) at latest by the end of June.

The activities under Item 1a,b have been achieved as planned and the next step is to implement the features listed above.

### *Item 2: Dissemination and advertising*

MDbox will be presented to the community at the two largest conferences in the field of computational chemistry and biophysics, taking place in July and August this year. The conference in July is a joint 19<sup>th</sup> International Union of Pure and Applied Biophysics (IUPAB) and 11<sup>th</sup> European Biophysical Societies Association (EBSA) Congress in Edinburgh, Scotland, which usually attracts more than 1000 delegates each from around the world. Similarly, the 11th Triennial Congress of the World Association of Theoretical and Computational Chemists in Munich (August 2017) expects to bring more than 1500 delegates together to discuss molecular modelling. These conferences will be used as platforms to actively promote MDbox prototype and to engage potential users for their feedback. While in Europe, we plan to reach out to other potential collaborators in academia, industry and biotech start-ups, which is yet to be arranged.

In addition, MDbox will be presented at the eResearch Australasia Conference 2017 in Brisbane, QLD (October 2017).

Before the conferences, we will make sure that MDbox is present on social networks (Twitter, Facebook). The visual identity created for MDbox will be an important part for making recognisable presence at the conferences (flyers) and online.

Considering that the majority of the conferences in northern hemisphere is held between July and September and the early stages of the prototype development thus far, there wasn't many opportunities to present MDbox thus far, leaving Item 2 partially satisfied. However, the attendance of the aforementioned conferences is confirmed and we will continue working on our dissemination strategy along the way.

### *Item 3: Specification of standards*

The variety of software packages used to run molecular dynamics (MD) simulations result in a range of different file formats for both input and output. In the past 6 months, it has become clear that there is a strong need for a standardised approach for storing MD data to simplify all the subsequent file operations and to facilitate the portability. The HDF5 file format stands out as a best candidate for standard format due to its capability to store metadata together with the trajectory data itself. In particular, an HDF5 file format specifically developed for molecular data, named H5MD, has been selected for this purpose. H5MD file format allows storing and organising all the relevant simulation data in a single file, including time-dependent and/or -independent properties. Although the practical aspects of the interconversion of data are to be tested, many tools to handle the H5MD and other file formats are readily available in various code libraries.

During the past few months, we have learned that standardisation and data management protocol of simulations and software *a posteriori* is a non-trivial problem. Choice of the file formats and metadata schema will have a long-term impact on the repository and its quality (and viability), based on the documented efforts of others in the past to design similar repositories. This indicates that extra care should be given to this aspect of the design process. However, we believe that we

have found a suitable solution, satisfying the Item 3 for the first half of the project. The solution will be tested and validated in the second stage of the project, as planned.

*Item 4a,b: Establishing contacts*

We have so far received support from NCI, who will provide 5 TB of storage and certain amount of compute time for the repository purposes during prototyping stage. This amount can be further increased, if necessary. During the recent Amazon Web Services (AWS) Summit in Sydney, the regional AWS representative, Adrian White, expressed interest for future collaboration on MDbox with AWS as an infrastructure provider. This could also provide a scientific computing component in the project. Potential partnering with AWS for ARC Linkage grant or a similar scheme will be discussed in an upcoming meeting with AWS representatives in Canberra (Item 4b). Such a partnership and funding would enable the creation of the fully functional repository.

We have support from several MD groups in the region (Australia, Singapore, New Zealand) who will act as early testers of MDbox, as listed under Item 4a. Using this feedback, we will launch a global prototype to attract more diverse user feedback to further improve the repository during the conferences mentioned above. From this, we hope the project will gain momentum in the community as long term solution for storing MD data and interest of funders for further development.

**From:** "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>  
**Sent:** 15/05/2017 11:10 PM  
**To:** "Mpasso, Chimwemwe" <Chimwemwe.Mpasso@act.gov.au>  
**Cc:** "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>  
**Subject:** Re: Overdue invoice #453748 [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

As indicated by [REDACTED], this has been a crazy semester. I have been running TechLauncher (now with 240 students and 43 teams) and Creating Impact, a new Vice Chancellor's Course for the Master of Innovation and Professional Practice.

Progress on TechBroker has been slower than we hoped. In summary:

- 1/ We have had initial discussions with staff around the university and have identified candidate equipment and facilities for the TechBroker pilot
- 2/ Discussions with UC have slowed. They don't appear to be all that interested, but I will follow up.
- 3/ This Thursday I am meeting with Brent Chick and CIT about working with the CIT around TechBroker.
- 4/ We have made progress on the TechBroker web portal backend. We are taking a careful approach to this that draws on research we hope will lead to more robust IT systems and significant increases in productivity around their development and maintenance. This will benefit TechBroker over time.

I will prepare a formal milestone report after our meeting with Brent and CIT on Thursday. Are you able to come along the this meeting. Details:

1000-1100, Thursday 18 May  
N335, CIT Building  
ANU

Kind regards,

[REDACTED]

On 4 May 2017, at 4:07 pm, [REDACTED] <[REDACTED]@anu.edu.au> wrote:

Good afternoon Chimwemwe,

Thank you for your message and confirmation.

Apologies for the delay, this is a very busy period. Would it be possible to get back to you with the milestone report by the end of next week?

Many thanks,

[REDACTED]

---

**From:** Mpasso, Chimwemwe [<mailto:Chimwemwe.Mpasso@act.gov.au>]

**Sent:** Friday, 28 April 2017 11:50 AM

**To:** [REDACTED]

**Cc:** [REDACTED]; finance.cecs

**Subject:** RE: Overdue invoice #453748 [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Dear Sch 2 2.2(a)(ii)

Good morning.

I am writing to follow up on where you are at with the milestone report as well as the second invoice for your project.

I further would like to advise that the first invoice has since been paid.

Kind regards,

Chimwemwe

---

**From:** finance.cecs [mailto:finance.cecs@anu.edu.au]

**Sent:** Thursday, 6 April 2017 9:59 AM

**To:** Mpasu, Chimwemwe

**Cc:** Sch 2 2.2(a)(ii)

**Subject:** Overdue invoice #453748

**Importance:** High

**Re: TechBroker Project – CI:** Sch 2 2.2(a)(ii)

Dear Chimwemwe,

Upon reviewing the above project account we noticed the attached invoice is still outstanding. Could you please check and let us know when we can expect to receive the funds?

Many thanks,

Sch 2 2.2(a)(ii)

\*\*\*\*\*

Sch 2 2.2(a)(ii)

Deputy Finance Manager

College of Engineering and Computer Science

The Australian National University

115 North Road

Canberra ACT 2601

T: + 61 2 6125 7897

F: + 61 2 6125 8824

W: <http://cecs.anu.edu.au>

CRICOS Provider # 00120C

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## **Sensors to Solutions – Report 1**

This report provides an update on the Sensors to Solutions Project funded by the ACT Government via Innovate Canberra and completes the second milestone for payment.

### **Intention of the project**

The project was established to leverage existing ACT capability and infrastructure to further develop the space and spatial ecosystem and promote long-term economic growth. The project aims to demonstrate how Earth Observation Data can be used to develop products and services that support government, business and the ACT community and generate economic growth. The project will further identify data gaps that could be addressed through the development of new instruments in the ACT.

These outcomes will be achieved through a series of collaborative activities. An update on these activities is outlined below. Key Performance Indicators are associated with each activity.

### **Establishment of a Steering Committee**

A Steering Group consisting of a representative from each partner has been established. This Steering Group is responsible for the delivery of this project, facilitating the exchange of information related to existing activities and identifying new opportunities for collaboration.

This committee has already been a useful network for exchanging information and identifying new opportunities.

The Steering Committee was established with the following members:

ANU Advanced Instrumentation and Technology Centre – Sch 2 2.2(a)(ii), Industry Liaison Engineer

Airbus Defence & Space – Sch 2 2.2(a)(ii), Managing Director, Geo-Intelligence, Australia

CSIRO Land and Water – Sch 2 2.2(a)(ii), Leader Earth Observation & Informatics Future Science Platform, CSIRO Land & Water

Geoscience Australia & CRC for Spatial Information - Sch 2 2.2(a)(ii), Business Development and Project Manager

Canberra Innovation Network – Sch 2 2.2(a)(ii), CEO

UNSW Canberra – Sch 2 2.2(a)(ii), Chair for Space Engineering

Since the establishment of the project there have been a few additions to the Steering Group and some changes in key personnel. These are outlined below:

Additions:

ANU Fenner School – Sch 2 2.2(a)(ii), Research Fellow

ANU College of Business and Economics – Sch 2 2.2(a)(ii), Director of Research Engagement

Canberra Innovation Network – Sch 2 2.2(a)(ii), CEO Griffin Accelerator

Airbus Defence & Space – Sch 2 2.2(a)(ii), Customer Service / Account Manager

Replacements:

Sch 2 2.2(a)(ii) is leaving ANU and has been replaced by Sch 2 2.2(a)(ii), AITC Director

Sch 2 2.2(a)(ii) has left CSIRO and has been replaced by Sch 2 2.2(a)(ii), Team Leader Aquatic Remote Sensing

Sch 2 2.2(a)(ii) has left the Canberra Innovation Network and has been replaced by Sch 2 2.2(a)(ii), CBRIN CEO

Sch 2 2.2(a)(ii) has left Airbus Defence to assume a new position at UNSW Canberra. It is anticipated that Sch 2 2.2(a)(ii) will continue his participation on the Steering Committee as a UNSW Canberra representative.

In anticipation of Sch 2 2.2(a)(ii) stepping back, Sch 2 2.2(a)(ii) has been performing many of the secretariat functions with her support.

Key Performance Indicators:

Target for the first 6 months to 31 Dec – Establish the Steering Committee and hold at least 2 meetings

Achieved – Steering Committee Established 11 August 2016 and 4 meetings held (11/8/16; 31/8/16; 11/10/2016; 16/12/2016)

### **Delivery of ACT Government Workshop and Identification of areas of interest**

In late 2016 the Steering Committee worked with the ACT Government to identify Directorates and services that could benefit from access to applications using space-derived data. The following areas were identified and representatives were invited from each.

ACT Parks and Conservation Service  
ACT Emergency Services  
ACT Rural Fire Service  
Strategic Planning  
Chief Digital Officer  
Smart City and Regulatory Reform  
Environment and Planning  
Transport Canberra and City Services  
Asset Information Management Services  
Spatial infrastructure Manager  
Parks and Territory Services  
Innovation and Planning

The Workshop was held at the Canberra Innovation Network on Monday 27 March 2017.

The program included:

An overview of the funded activity and its objectives

An introduction to the Data Cube and the importance of remote sensing to Australia

Showcase of three potential projects

- Artificial Intelligence and Machine Learning methods applied to the urban environment. This is to be used in the “Smart City” Applications. Sch 2 2.2(a)(ii) , ANU/GA
- Monitoring vegetation condition in the wildland-urban interface. Sch 2 2.2(a)(ii) , ANU
- Remote sensing methods to support water quality and cyanobacterial monitoring of ACT’s inland waters, Sch 2 2.2(a)(ii) and Sch 2 2.2(a)(ii) , CSIRO Aquatic Remote Sensing

15 representatives from across the Directorates and services attended. Those in the room were well briefed and enthusiastic about the presented projects. Participants were asked to provide feedback on the relevance of the projects to their Directorate or service and select one application that would be further developed as part of the Sensors to Solutions Project. Ultimately 2 projects were selected for further development.



1. Fuel moisture content in the rural-urban interface – ANU. This project is being developed for ACT Parks and Conservation Service.

The aim of this project is to provide information about Fuel Moisture Contents in the Wildland urban interface (WUI) surrounding the ACT. FMC is a critical factor influencing bushfire danger and mitigating bushfires in WUI, as well as mapping and modelling WUI hazard and fire spread to implement local solutions for bushfire preparedness.

Time frame:

May-September 2017

Costing:

In-kind ANU investment \$60k

Application \$90k

TOTAL: \$150k

2. Water Quality project for ACT Healthy Waterways (partial) – CSIRO. This project is being developed for ACT Environment, Planning and Sustainability.

The aim of this project is to provide demonstration satellite data to better understand monitoring efforts and in-lake processes. Demonstration data to be delivered as part of an integrated water quality monitoring program that will be set up and go beyond 2019.

Time frame:

May-September 2017

Costing:

In-kind CSIRO investment \$16K

Application \$35K

TOTAL \$51K

As identified in the original submission, the project budget has been updated to reflect the applications submitted and the distribution of work across the partners. An updated project budget is presented in the financial report.

Due to the delay in signing the contract and holding the first workshop, CSIRO, ANU, Airbus and the other project partners are requesting that the funding be allocated before the end of the financial year as agreed but that the project is given until September to deliver the two applications. This will deliver a better outcome for the two ACT departments, ACT Parks and Conservation Services and ACT Environment, Planning and Sustainability.

Target for the first 6 months to 31 Dec – Delivery of ACT Government Workshop and identification of areas of interest

Achieved – Contact with ACT Directorates and Services established before 31 Dec. Workshop held within six months of contract being signed. Two applications identified and scoped for two ACT departments, ACT Parks and Conservation Services and ACT Environment, Planning and Sustainability.

### **Airbus Data collected over the ACT**

During 2016, Airbus acquired SPOT and Pleiades satellite imagery over the ACT region (2358km<sup>2</sup>) during 6 monthly periods (6 coverages from Jan to Dec 2016). The region of Canberra (480 km<sup>2</sup>) was also acquired during 9 monthly periods. This imagery was acquired specifically for the ACT Sensors to Solutions Project in 2016.

This equates to a total 14 148km<sup>2</sup> over the ACT Region and 4320km<sup>2</sup> over the Canberra region. This imagery has a total commercial value of \$224 672.48 incl. GST

Airbus will provide surface reflectance imagery for the area of interest of ANU's and CSIRO's projects. The imagery is provided in-kind and \$25K has been allocated from the project budget for processing services.

Target for the first 6 months to 31 Dec – 9000 km<sup>2</sup>

Achieved – 14148 km<sup>2</sup>

### **Written Financial Report**

The following is an updated project budget reflecting the distribution of funds for the project activities. This budget includes the actual distribution of funds for the two selected applications.

Income		Expenditure	
Partner in-kind	ACT Grant		
\$35K (ANU, CSIRO, GA, CRCSI, CBRIN, UNSW, Airbus)	\$35K	Steering Committee	\$70K
\$2.5K (CBRIN)	\$2.5K	ACT Government Workshop	\$5K
\$2.5K (CBRIN)	\$2.5K	Research/Entrepreneur Workshop	\$5K
\$5K (ANU) \$5K (UNSW)	\$5K \$5K	Specification of instrument	\$20K
\$80K (Airbus) \$60K (ANU) \$16K (CSIRO) \$9K (CRC-SI, GA)	\$25K Airbus \$35K CSIRO \$90K ANU	Pre-processing of Airbus data and Development of Application	\$315
\$215K	\$200K		\$415K

The first invoice has been issued but not yet paid and the partner agreements are still being negotiated. As a result no money has been distributed to the partners. This will be done when the first and second invoices are paid and the partner agreements are signed.



Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancery Building 10C  
The Australian National University  
Acton ACT 2601  
Australia  
Phone: 02 6125 8721  
Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Customer 0027245  
**Treasury & Economic Devel Directorate**  
Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Astronomy & Astrophys

Invoice No. 456748  
Due Date 29/06/2017  
Amount Due 82,500.00 AUD  
Invoice Date 30/05/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

From Sensors to Solutions: Leveraging Existing Earth Observation from Space Capability and Infrastructure in the ACT to grow the Space Economy  
ANU CI: Naomi Mathers

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>FundsReceiptingReportJul-Dec16</b> Funds on receipting of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 1 July 2016 to 31 December 2016 as per the Deed of Grant as of 28 February 2017.	1.00		75,000.00	7,500.00	82,500.00

SubTotal Ex-GST	75,000.00
Total GST	7,500.00
<b>Total incl. GST</b>	<b>82,500.00</b>
<b>Amount Due</b>	<b>82,500.00 AUD</b>

*OW to pay*

*GH 31/5/2017*

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 456748 <b>Balance Due:</b> 82,500.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>456748</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> 456748 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

**From:** "Hassett, Glen" <Glen.Hassett@act.gov.au>  
**Sent:** 01/06/2017 4:44 PM  
**To:** "Mpasso, Chimwemwe" <Chimwemwe.Mpasso@act.gov.au>  
**Cc:** "Chick, Brent" <Brent.Chick@act.gov.au>; "Weber, Cornelius" <Cornelius.Weber@act.gov.au>  
**Subject:** RE: Seeking an extension for MeriSTEM Grant Period [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Yes Chimwemwe – I am happy to progress on this basis

GH

---

**From:** Mpasso, Chimwemwe  
**Sent:** Thursday, 1 June 2017 9:45 AM  
**To:** Hassett, Glen  
**Cc:** Chick, Brent; Weber, Cornelius  
**Subject:** FW: Seeking an extension for MeriSTEM Grant Period [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Glen

We received a request from the program manager of MeriSTEM, a CBRIDF project seeking an extension of the project implementation period. The grant agreement is due to expire on 30 June 2017.

The main reason for the extension is that the project is about to engage an IT contractor to make improvements to their online site and the indications the project manager has received from various quotations are that implementation of the requested changes to the site will take around 4-6 months.

We are in agreement with the project manager that this extension is necessary for the project to deliver an excellent outcome. Attached is the variation to the deed for your consideration.

Furthermore, the project manager has advised that regarding the milestone that would trigger the second draw down of funding, i.e. 'the completion of resources for five semesters of material in college STEM subjects', they have so far completed 4 semester-subjects worth of online materials and are 2/3 through with the 5<sup>th</sup> semester materials.

As this milestone is near completion and overall the project is on track, I suggest that we request the project manager to submit an invoice before the cut off point for the payables invoices requiring payment in the 2016-17 financial year.

Chimwemwe

---

**From:** [Sch 2 2.2(a)(ii)] @anu.edu.au  
**Sent:** Wednesday, 31 May 2017 10:43 AM  
**To:** Mpasso, Chimwemwe  
**Cc:** [Sch 2 2.2(a)(ii)]  
**Subject:** Re: Seeking an extension for MeriSTEM Grant Period [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

We have completed 4 semester-subjects worth of online materials (Year 11 Sem 1 Physics, Year 11 Sem 2 Physics, Year 12 Sem 1 Physics, Year 12 Sem 2 Physics).

Additionally, a secondary school chemistry teacher has confirmed that we have 2/3 of all senior secondary Chemistry videos (Y11S1 Chem, Y11S2 Chem, Y12S1 Chem and Y12S2 Chem). The total estimated semester-subjects worth of materials is therefore between 6 and 7, with 4 completed. We initially expected to be producing and sourcing material serially (hence the milestone for 5 semesters worth of materials), but due to pre-existing progress that had been made we are developing Chemistry in parallel.

My best estimate for the timeframe to complete all online materials for one of the four Chemistry semester-subjects is within three months.

Given the overall progress made, may I begin the process to invoice for the remaining funds?

Thanks for your help Chimwemwe!

Kind regards,

Sch 2 2.2(a)(ii)

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**From:** Sch 2 2.2(a)(ii) [redacted]@anu.edu.au  
**Sent:** Tuesday, 30 May 2017 9:34 AM  
**To:** Mpas, Chimwemwe  
**Cc:** Sch 2 2.2(a)(ii) [redacted]  
**Subject:** Fwd: Seeking an extension for MeriSTEM Grant Period

Hi Chimwemwe,

Here's the email that I (tried) to send through before. Thanks for your understanding regarding the Grant Period! Let me know whatever we need to do on our end to formalise the extension to the Grant Period.

Also, I will get in touch with our people to get an invoice drawn up for the remaining money from the Grant, so that we can draw the money within the next couple of weeks.

All the best,

Sch 2 2.2(a)(ii)

Hi Glen and Chimwemwe,

I hope things are going well in your neck of the woods. I'm never quite sure which part of the IDF cycle is calm for you - or indeed if a calm period exists!

We're writing to seek an extension for our Grant Period. As summarised in the Deed of Grant, MeriSTEM sought the Canberra IDF funding to pay for an IT contractor to make improvements to the site. We wanted these improvements to be informed by the actual users (i.e. teachers using the materials in their class). We now have a list of improvements important to the teachers, and we have approached a number of IT contractors specialising in edX customisation.

A number of them have indicated that they'd have difficulty implementing our requested changes by the 30th of June, and instead believe a 4-6 month timeframe is more realistic. We'd like to exercise responsible contract management, and pay at least a portion of the money upon completion (instead of the entirety upfront). As such, we're seeking permission to extend the Grant Period to the 31st of December 2017.

If you have any further questions about our request or the current status of the project more generally, please don't hesitate to get in touch. I'm more than happy to organise a time for a phone call or an in-person meeting if necessary. And thank you for your consideration!

Cheers,

Sch 2 2.2(a)(ii)

--

Sch 2 2.2(a)(ii)

Manager, MeriSTEM

Sch 2 2.2(a)(ii) [anu.edu.au](mailto:Sch 2 2.2(a)(ii)@anu.edu.au)

Sch 2 2.2(a)(ii)

Physics Education Centre  
Research School of Physics and Engineering Building 38a, Australian National University, Canberra, ACT 2601, Australia

-----  
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.  
-----

--  
Sch 2 2.2(a)(ii)

Manager, MeriSTEM

Sch 2 2.2(a)(ii) [anu.edu.au](mailto:Sch 2 2.2(a)(ii)@anu.edu.au)

Sch 2 2.2(a)(ii)

Physics Education Centre  
Research School of Physics and Engineering  
Building 38a, Australian National University,  
Canberra, ACT 2601, Australia

**From:** "Chick, Brent" <Brent.Chick@act.gov.au>  
**Sent:** 02/06/2017 11:11 AM  
**To:** "Mpas, Chimwemwe" <Chimwemwe.Mpas@act.gov.au>  
**Subject:** FW: TechBroker: Milestone Report 1 [SEC=UNCLASSIFIED]  
**Attachments:** TechBroker\_Report\_1.pdf

While not a great deal of activity has occurred (explained in report and in person at our meeting) the ground work has been done (scoping of web build, identifying different assets). I think we can approve.

I would only say that the 'asset's identified are a bit light on – a co-working space and innovation hub? Easier to catalogue but does that provide enough breadth for this project?

---

**From:** [Sch 2 2.2(a)(ii)]@anu.edu.au]  
**Sent:** Friday, 2 June 2017 9:41 AM  
**To:** Chick, Brent; Mpas, Chimwemwe; Hassett, Glen  
**Cc:** CECS - Grants; [Sch 2 2.2(a)(ii)]  
**Subject:** TechBroker: Milestone Report 1

Dear Glen, Brent and Chimwemwe,

Please find attached our first milestone report.

One of the items we discuss in the report relates to progress with UC. I have recently written to [Sch 2 2.2(a)(ii)] to organise a meeting to push things forward regarding the inclusion of a UC asset in the TechBroker pilot. As we discussed recently, it might be useful for someone from your office to attend this meeting. If this is appropriate I will include you in the loop to find a suitable time.

Kind regards,

[Sch 2 2.2(a)(ii)]

---

[Sch 2 2.2(a)(ii)]

Research School of Computer Science  
Convenor, Bachelor of Software Engineering  
Convenor, Innovation and Professional Practice

Courses:

<http://cs.anu.edu.au/TechLauncher>  
<http://vc-courses.anu.edu.au/creating-impact/>  
<http://cs.anu.edu.au/courses/COMP3530>  
<http://cs.anu.edu.au/courses/COMP8190>

College of Engineering and Computer Science  
The Australian National University  
Canberra ACT 0200 Australia

T: +61 2 6125 8183  
F: +61 2 6125 0010

[Sch 2 2.2(a)(ii)]

CRICOS Provider #00120C

# TechBroker: Monitoring Report 1

1 June 2017

Sch 2 2.2(a)(ii)

*Research School of Computer Science  
The Australian National University*

## Background

Collaboration between industry, government and the university sector is a key contributor to development and growth of a vibrant innovation eco-system. TechBroker is an ACT Government supported project that will initiate and support large numbers of such collaborations across the ACT. It will do this by simplifying community access to ANU, UC and other assets including innovation/design spaces, maker spaces, advanced equipment, design and fabrication facilities, as well as intellectual property and talent across a broad range of disciplines. This will provide a catalyst and support for increased collaboration between students and researchers from all disciplines, and the broader ACT innovation sector.

**The long-term vision for this project is that TechBroker becomes an ACT service for anyone who wants to collaborate with local universities and the CIT around the use of equipment, facilities and intellectual assets available in those institutions.**

## Progress Summary

According to the Deed of Grant, it was expected that the TechBroker website would be at the Minimal Viable Product (MVP) stage at the end of Period 1 (1 April 2017). This has not been implemented due, mainly, to a lack of available resources and a heavy commitment to TechLauncher and the new Master of Innovation and Professional Practice (MIPP) in Semester 1 of 2017.

During Semester 2 we expect this limit on available resources to ease and that significant progress will be made towards the implementation of TechBroker.

## Progress to date, Next Steps and Timeline

Despite not producing an MVP for the website, we have made progress against agreed activities for the reporting period as detailed in Table 1. This table also shows the next steps we will take in the project as well as indicative timelines.

## Expenditure to date

The following table summarises expenditure to date.

Project Manager	20 Weeks @ 0.1 FTE	\$6,245
Summer Scholar (student)	8 Weeks @ 1.0 FTE	\$2,400
		<b>\$8,645</b>



**Table 1.** Progress, next steps and timelines

Schedule 2 Reference	Progress during current reporting period, next steps and timelines
<b>Activity 1 - Establish and trial the TechBroker initiative's website</b>	
(a)	<p>Develop a web site and database to provide a single point of access for ANU and UC assets made available via TechBroker.</p> <p><b>Evaluation of MIT Mobius.</b> We explored to possibility of using the MIT Mobius app (<a href="https://project-manus.mit.edu/mobius">https://project-manus.mit.edu/mobius</a>) for the management of assets made available via TechBroker. Mobius is used to manage the sharing of assets within MIT. Our exploration resulted in a Skype call with the people managing the Mobius project to better understand how we might use their software. The conclusion was that the cost of joining their project (licensing, branding, subscriptions) would exceed the total funds available for TechBroker. There was also some risk that the software would not satisfy our needs – particularly those relating to external engagement. We have not pursued this option any further.</p> <p><b>Website MVP Scope.</b> We have defined the scope of the MVP. It will include features necessary to promote TechBroker, list facilities and other assets available via TechBroker (including contact details, costs, and training/supervision requirements), and features to facilitate the formation of collaborative projects.</p> <p><b>Development of database backend.</b> We have made progress on the TechBroker web portal backend. We are taking a careful approach to this by drawing on existing research we hope will lead to more robust IT systems and significant increases in productivity around their development and maintenance. This will benefit TechBroker over time.</p> <p><b>Website Hosting and URL.</b> We have initiated the process of establishing a hosting environment and public URL for the TechBroker website at ANU.</p> <p><b>Next Steps and Timeline.</b> Following recent discussions with the ACT Government, we will use conventional software technology to develop the MVP website so that we can start promoting TechBroker as soon as possible. We will do this by employing a web developer who will work with us to develop the MVP by the end of July. We have internally advertised this position and hope to engage a final year student or recent graduate in coming weeks. We will continue development of the final site (using existing ANU software engineering research) in parallel.</p>

**Table 1.** Progress, next steps and timelines (continued)

Schedule 2 Reference		Progress during current reporting period, next steps and timelines
(b)	Provide a catalog of available resources, user registration and approval processes, processes for booking and using equipment, tracking of training and supervision, sample agreements, assistance in finding collaborators and forming teams, information about academic programs that involve industry engagement (eg. internships and industry projects such as TechLauncher), and processes for collecting fees associated with equipment consumables, materials and maintenance.	<p><b>Discussions with UC.</b> We have had several discussions with representatives at UC, including <sup>Sch 2.2(a)(ii)</sup> [REDACTED]. The aim of these discussions was to identify a UC asset for inclusion in the TechBroker pilot. These discussions have not yet reached a point where we have identified a suitable UC asset. We have recently written to UC (Sch 2.2(a)(ii)) to reopen discussions.</p> <p><b>Discussions with CIT.</b> Following introductions by the ACT Government, we recently met with representatives from CIT, and have agreed in principle to include a CIT asset in the TechBroker pilot. We will look for something that is very different to what is available at ANU or UC. The current proposal is to include something around the fashion industry.</p> <p><b>ANU Assets.</b> We have been negotiating for inclusion of the following assets in the TechLauncher pilot:</p> <ul style="list-style-type: none"> <li>a) School of Art: Inkjet Print Lab or Waterjet cutter</li> <li>b) Research School of Physics: Maker Space</li> <li>c) Research School of Physics: Drop-in Centre (as a co-working space)</li> <li>d) College of Business and Economics: Innovation Hub</li> </ul> <p><b>Next Steps and Timeline.</b> We will finalise the ANU, UC and CIT assets that will be included in the TechBroker pilot. We hope to complete these negotiations by end July in time for inclusion in the MVP website (Activity 1 (a)). We also plan to engage more closely with the community to determine what other university and CIT assets would be of interest to them.</p>
(c)	Showcase work completed by those participating in the program.	<p><b>Working with TechLauncher.</b> Each semester we hold a significant showcase of work completed by TechLauncher students. We propose to include a showcase of TechBroker collaborations within the same showcase, starting end of Semester 2, 2017.</p>

**Table 1.** Progress, next steps and timelines (continued)

Schedule 2 Reference		Progress during current reporting period, next steps and timelines
<b>Activity 2 - Operate and evaluate the effectiveness of the TechBroker initiative</b>		
(a)	Collection of aggregate data and information regarding the number, depth and diversity of collaborations between university staff, students and the broader innovation sector.	<b>Next Steps and Timeline.</b> Once the MVP website has been completed, we will focus on operating the site to collect data while the development of advanced functionalities progresses on the final website.
(b)	Assessment of the impact of the initiative on the ACT economy and activities of the ANU and UC including student learning and research.	N/A
<b>Activity 3 - Reporting</b>		
(a)	A written Activity report that provides a.a summary of the outcomes achieved under the Activities 1-2 of the Funded Activity b.a review of internal and external support available to continue the operation of TechBroker beyond the pilot phase scoped in this proposal, and c.a review of opportunities to include complementary capabilities from other ACT institutions including the University of Canberra, UNSW Canberra and the CIT.	N/A
(b)	A written financial report of the expenditure of the Grant	N/A

Customer **Treasury & Economic Devel Directorate**  
0027245 Glen Hassett, Senior Manager  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Physics & Engineering

Invoice No. 456988  
**Due Date 06/07/2017**  
**Amount Due 12,100.00 AUD**  
Invoice Date 06/06/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Funded Activity: Delivery of MeriSTEM Project  
Funds provider number: CBRIDF16/1700028  
Deed of Grant signed on 16 Sept 2016

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>On Completion Res Sem 5</b> Project title: MeriSTEM: Modular educational resources in Science, Technology, Engineering and Mathematics ANU CI: <a href="#">Sch 2 2.2(a)(ii)</a> Grant installment on completion of resources for five semesters of material in college STEM subjects.	1.00		11,000.00	1,100.00	<b>12,100.00</b>
SubTotal Ex-GST						11,000.00
Total GST						1,100.00
<b>Total incl. GST</b>						<b>12,100.00</b>
<b>Amount Due</b>						<b>12,100.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 456988 <b>Balance Due:</b> 12,100.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au">http://onestop.anu.edu.au</a> , Select <b>Debtor Invoice</b> , Enter <b>456988</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>456988</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

Customer **Treasury & Economic Devel Directorate**  
0027245 Glen Hassett, Senior Manager  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Physics & Engineering

Invoice No. 457081  
**Due Date 08/07/2017**  
**Amount Due 11,000.00 AUD**  
Invoice Date 08/06/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Funded Activity: Delivery of MeriSTEM Project  
Funds provider number: CBRIDF16/1700028  
Deed of Grant signed on 16 Sept 2016

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>On Completion Res Sem 5</b> Project title: MeriSTEM: Modular educational resources in Science, Technology, Engineering and Mathematics ANU CI: <a href="#">Sch 2 2.2(a)(ii)</a> Grant installment on completion of resources for five semesters of material in college STEM subjects.	1.00		10,000.00	1,000.00	<b>11,000.00</b>
SubTotal Ex-GST						10,000.00
Total GST						1,000.00
<b>Total incl. GST</b>						<b>11,000.00</b>
<b>Amount Due</b>						<b>11,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 457081 <b>Balance Due:</b> 11,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au">http://onestop.anu.edu.au</a> , Select <b>Debtor Invoice</b> , Enter <b>457081</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>457081</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

**From:** 'Sch 2 2.2(a)(ii)' <[REDACTED]@anu.edu.au>  
**Sent:** 08/06/2017 4:43 AM  
**To:** "Mpas, Chimwemwe" <Chimwemwe.Mpas@act.gov.au>  
**Cc:** "Chick, Brent" <Brent.Chick@act.gov.au>; "Hassett, Glen" <Glen.Hassett@act.gov.au>  
**Subject:** RE: Sensors to Solutions - Project Extension [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]  
**Attachments:** Variation of Deed of Grant for Sensors to Solutions signed ANU-signed.pdf

Dear Chimwemwe,

Thank you for your email.

For full execution, please find attached the Variation document, signed by the ANU delegate [REDACTED]

I am liaising with Airbus to set the dates of the next Steering Committee meetings, and with all partners to finalise the appropriate collaboration agreements. I will forward all relevant information and documents as soon as they are available.

Your support of this project is very much appreciated, please let me know if I can be of further assistance.

Best wishes,

[REDACTED]

[REDACTED]  
Senior Business Officer  
Research School of Astronomy and Astrophysics  
ANU College of Physical and Mathematical Sciences  
Mount Stromlo Observatory, Weston Creek, ACT 2611, Australia  
T: [REDACTED]  
Email: [REDACTED]@anu.edu.au;

CRICOS Provider #00120C

=====



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**From:** Mpas, Chimwemwe [mailto:Chimwemwe.Mpas@act.gov.au]  
**Sent:** Thursday, 8 June 2017 9:56 AM  
**To:** [REDACTED]@anu.edu.au  
**Cc:** Chick, Brent <Brent.Chick@act.gov.au>; Hassett, Glen <Glen.Hassett@act.gov.au>  
**Subject:** Sensors to Solutions - Project Extension [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Dear [REDACTED]

Further to your request for the extension to the implementation period for the project 'From Sensors to Solutions', find attached the variation to the deed of grant for your consideration and signing.

Please note that we have extended the project implementation period to 30 December 2017 to allow sufficient time for the achievement of the project objectives.

As agreed earlier, we will wait for your formal advice that the ACT Government's Innovate Canberra is now included in the Project Steering Committee and we will advise you later on who our representative will be.

We also look forward to receiving copies of the partner collaboration agreements and the implementation plans for the two selected projects for our records.

Kind regards,

Chimwemwe

**Chimwemwe Mpas**o | Senior Officer, Investment and Enterprise Development – Innovate Canberra

Phone: (02) 6207 5843 | Fax: (02) 6207 0033

Chief Minister, Treasury and Economic Development Directorate

Nara Centre | GPO Box 158 Canberra ACT 2601

[Website](#) | [Twitter](#) | [Facebook](#) | [Blog](#)



---

**From:** Sch 2 2.2(a)(ii) [redacted] [@anu.edu.au](mailto:[redacted]@anu.edu.au)  
**Sent:** Monday, 5 June 2017 12:39 PM  
**To:** Mpas, Chimwemwe  
**Cc:** Chick, Brent; Hassett, Glen  
**Subject:** Sensors to Solutions - Project Extension request  
**Importance:** High

Dear Chimwemwe,  
*CC Brent Chick, Glen Hassett*

I hope this email finds you well.

As a follow up to our meeting on Friday 26<sup>th</sup> May to assess the progress of the ACT Government-funded “Sensors to Solutions” project, I would like to submit the following request to your attention:

- We note that the relevant agreement (Head Agreement) between the ACT Government and the ANU was finalised and executed in February 2017;
- This had a direct effect on the timing of the submission of the reports required under the agreement’s schedule, and the distribution of funds to the ANU partners (as per approved application);
- The first report was submitted 4 months after its original due date (Jan 17).
- At that stage the project had been already active for a number of months and meeting the milestones set in the application and later articulated in the Head Agreement, including but not limited to the establishment of a Steering Committee and the organisation of the relevant workshops.
- The late finalisation of the Head Agreement created a degree of uncertainty over the terms to be cascaded down to the collaboration agreement with all other parties to this project, and this document is indeed still outstanding.
- The first report, submitted in late May, identifies the correct distribution of funds as agreed by all parties and approved by the Steering Committee;
- It also identifies the 2 applications that have been selected to receive project funds, as one of the approved Milestones under the Head Agreement.
- The project has also gathered momentum and clarity as it has been progressing, and all parties have identified more specific outcomes, which will be highly instrumental in the set up of continuing collaborations beyond the life of this project.

Under this premise, the ANU would like to formally request a variation to the Head Agreement to extend the life of the project and identify a new schedule that falls in line with the actual development of the activities.

We wish to request that the project end date is extended to **October 30, 2017**. The rationale is the following:

- The extension will mirror the late submission of the first report and execution of the Head Agreement, and allow the project to encompass the 2 funded activities identified in the workshops and listed in the first report.
- The submission of the final report will capture more accurately all outcomes and outputs, and include project and financial reports from the 2 activities as per above. Both activities are due to completion by September 30.
- The extension will warrant that a proper collaboration agreement is finalised and timely executed by all parties, and the funds are distributed and acquitted accordingly.
- The parties will establish further collaborations, and acknowledge at all times the contribution from the ACT Government.
- This will have no impact on the funds committed and allocated to this project by the ACT Government.

We would be grateful if the ACT Government and its delegated representatives could consider this request and get back to us at their best convenience.

Please let me know if I can be of any assistance in this process.

Best wishes,

Sch 2 2.2(a)

Sch 2 2.2(a)(ii)

Senior Business Officer  
Research School of Astronomy and Astrophysics  
ANU College of Physical and Mathematical Sciences  
Mount Stromlo Observatory, Weston Creek, ACT 2611, Australia  
T: Sch 2 2.2(a)(ii)  
Email: Sch 2 2.2(a)(ii)@anu.edu.au;

CRICOS Provider #00120C

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**VARIATION TO THE DEED OF GRANT FOR ‘FROM SENSORS TO SOLUTIONS’  
PROJECT**

**BETWEEN:**

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (“Territory”) represented by the Chief Minister, Treasury and Economic Development Directorate.

**AND:**

**AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 (“Recipient”).

**DATE OF DEED:** 28 FEBRUARY 2017

**WHEREAS:**

- A. The Territory and the Recipient executed a Deed of Grant (“Deed”) on 28 February 2017 in relation to the delivery of the ‘*From Sensors to Solutions*’ Project.
- B. Clause 14 provides for the Agreement to be amended or varied by mutual agreement of the parties in writing.
- C. The parties have agreed to vary the Deed of Grant in accordance with the terms of this Variation Agreement.

**NOW IT IS AGREED AS FOLLOWS:**

1. **Grant Period**

The following provision in Schedule 1 of the Deed of Grant is amended so as to extend the grant period for a period of six months commencing 1 July 2017 by replacing the wording with the following:

**Item 1: Grant Period:** *From the Date of this Deed to 30 December 2017*

2. **Contact Officers**

The following provision in Schedule 1 of the Deed of Grant is amended so as to replace the contact officer details for the recipient with the following:

**Item 4: Contact Officers  
For the Recipient**

Sch 2 2.2(a)(ii)

Senior Business Officer  
Research School of Astronomy and Astrophysics  
ANU College of Physical and Mathematical Sciences  
Mount Stromlo Observatory, Weston, ACT 2611

Ph: Sch 2 2.2(a)(ii)

Email: Sch 2 2.2(a)(ii)@anu.edu.au

**EXECUTED AS A VARIATION TO THE DEED OF GRANT AGREEMENT ON  
JUNE 2017**

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** )  
by )

\_\_\_\_\_  
PRINT FULL NAME )

in the presence of: )

.....  
Signature of Territory Delegate

.....  
Signature of Witness

.....  
Name of Witness

**SIGNED** for and on behalf of )  
**AUSTRALIAN NATIONAL** )  
**UNIVERSITY** )  
**ABN: 52 234 063 906** )  
by )

Sch 2 2.2(a)(ii)

.....  
Signature of Director/Authorised  
Person

in the presence of:

Sch 2 2.2(a)(ii)

Signature of Witness

Sch 2 2.2(a)(ii)

Name of Witness

Customer **Treasury & Economic Devel Directorate**  
0027245 Glen Hassett, Senior Manager  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Physics & Engineering

Invoice No. 457081  
**Due Date 08/07/2017**  
**Amount Due 11,000.00 AUD**  
Invoice Date 08/06/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Funded Activity: Delivery of MeriSTEM Project  
Funds provider number: CBRIDF16/1700028  
Deed of Grant signed on 16 Sept 2016

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>On Completion Res Sem 5</b> Project title: MeriSTEM: Modular educational resources in Science, Technology, Engineering and Mathematics ANU CI: <a href="#">Sch 2 2.2(a)(ii)</a> Grant installment on completion of resources for five semesters of material in college STEM subjects.	1.00		10,000.00	1,000.00	<b>11,000.00</b>
SubTotal Ex-GST						10,000.00
Total GST						1,000.00
<b>Total incl. GST</b>						<b>11,000.00</b>
<b>Amount Due</b>						<b>11,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 457081 <b>Balance Due:</b> 11,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au">http://onestop.anu.edu.au</a> , Select <b>Debtor Invoice</b> , Enter <b>457081</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>457081</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>



Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancery Building 10C  
The Australian National University  
Acton ACT 2601  
Australia  
Phone: 02 6125 8721  
Email: [financial.shared.services@anu.edu.au](mailto:financial.shared.services@anu.edu.au)

ABN: 52 234 063 906

Customer **Chief Minister's Department**  
1218 Cornelius Weber  
Accounts Payable  
GPO Box 158  
CANBERRA ACT 2601  
Australia

## Tax Invoice

College of Eng & Comp Science

Invoice No. 457141  
Due Date 13/07/2017  
Amount Due 55,000.00 AUD  
Invoice Date 13/06/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	2nd payment_TechBroker_Flint Second payment for TechBroker Project. Investigator: <u>Sch 2 2.2(a)(ii)</u>	1.00		50,000.00	5,000.00	55,000.00

SubTotal Ex-GST	50,000.00
Total GST	5,000.00
<b>Total incl. GST</b>	<b>55,000.00</b>
<b>Amount Due</b>	<b>55,000.00 AUD</b>

Ok to pay

Wet 13/6/17

Payment Instruction	Customer ID: 1218 Invoice No: 457141 Balance Due: 55,000.00 AUD
Credit Card (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select Debtor Invoice, Enter 457141
Direct Deposit	Bank: National Australia Bank, Canberra Office - Civic Square ACT Account Name: ANU General Account BSB: 082-902 Account: 674507553 SWIFT Code: NATAAU3302S for overseas payments Reference: 457141 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

**VARIATION TO THE DEED OF GRANT FOR ‘FROM SENSORS TO SOLUTIONS’  
PROJECT**

**BETWEEN:**

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (“Territory”) represented by the Chief Minister, Treasury and Economic Development Directorate.

**AND:**

**AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 (“Recipient”).

**DATE OF DEED:** 28 FEBRUARY 2017

**WHEREAS:**

- A. The Territory and the Recipient executed a Deed of Grant (“Deed”) on 28 February 2017 in relation to the delivery of the ‘*From Sensors to Solutions*’ Project.
- B. Clause 14 provides for the Agreement to be amended or varied by mutual agreement of the parties in writing.
- C. The parties have agreed to vary the Deed of Grant in accordance with the terms of this Variation Agreement.

**NOW IT IS AGREED AS FOLLOWS:**

1. **Grant Period**

The following provision in Schedule 1 of the Deed of Grant is amended so as to extend the grant period for a period of six months commencing 1 July 2017 by replacing the wording with the following:

**Item 1: Grant Period:** *From the Date of this Deed to 30 December 2017*

2. **Contact Officers**

The following provision in Schedule 1 of the Deed of Grant is amended so as to replace the contact officer details for the recipient with the following:

**Item 4: Contact Officers  
For the Recipient**

Sch 2 2.2(a)(ii)

Senior Business Officer  
Research School of Astronomy and Astrophysics  
ANU College of Physical and Mathematical Sciences  
Mount Stromlo Observatory, Weston, ACT 2611

Ph: Sch 2 2.2(a)(ii)

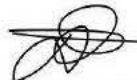
Email: Sch 2 2.2(a)(ii)@anu.edu.au

**EXECUTED AS A VARIATION TO THE DEED OF GRANT AGREEMENT ON  
16 JUNE 2017**

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** )  
by )

Glen Hassett )  
\_\_\_\_\_  
PRINT FULL NAME )

in the presence of: )

  
.....  
Signature of Witness

Debbie Hilton  
.....  
Name of Witness

**SIGNED** for and on behalf of )  
**AUSTRALIAN NATIONAL** )  
**UNIVERSITY** )  
**ABN: 52 234 063 906** )  
by )

  
.....  
Signature of Territory Delegate

in the presence of:

**Sch 2 2.2(a)(ii)**

Signature of Witness

**Sch 2 2.2(a)(ii)**

Name of Witness

**Sch 2 2.2(a)(ii)**  
.....  
Signature of Director/Authorised  
Person

**From:**'Sch 2 2.2(a)(ii) [redacted]@anu.edu.au>  
**Sent:**20/06/2017 10:31 AM  
**To:**"Mpas, Chimwemwe" <Chimwemwe.Mpas@act.gov.au>  
**Cc:**'Sch 2 2.2(a)(ii) [redacted]@anu.edu.au>  
**Subject:**Re: Extension for MeriSTEM Grant Period [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]  
**Attachments:**Variation of Deed of Grant for MeriSTEM-signed.pdf

Hi Chimwemwe,

Please find attached the signed variation to the deed of grant. Apologies for the delay in getting it signed and back to you! It should now be ready to be signed by the IDF.

Kind regards,

Sch 2 2.2(a)(ii) [redacted]

On 01/06/17 4:52 PM, Mpas, Chimwemwe wrote:

Hi [redacted]

Further to your request for an extension to the MeriSTEM project implementation period, find attached the variation to the deed of grant for your consideration and signature.

I would also like to advise that you can proceed to lodge the invoice for the milestone payment . Please note to receive that we need that invoice before 14 June 2017.

Kind regards,

Chimwemwe

**Chimwemwe Mpas** | Senior Officer, Investment and Enterprise Development – Innovate Canberra  
Phone: (02) 6207 5843| Fax: (02) 6207 0033  
Chief Minister, Treasury and Economic Development Directorate  
Nara Centre | GPO Box 158 Canberra ACT 2601

[Website](#) | [Twitter](#) | [Facebook](#) | [Blog](#)



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--  
Sch 2 2.2(a)(ii) [redacted]

Manager, MeriSTEM

Sch 2 2.2(a)(ii)

Physics Education Centre  
Research School of Physics and Engineering  
Building 38a, Australian National University,  
Canberra, ACT 2601, Australia



## VARIATION OF DEED OF GRANT FOR MERISTEM

### BETWEEN:

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) ("Territory") represented by the Chief Minister, Treasury and Economic Development Directorate.

### AND:

**AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 ("Recipient").

**DATE OF DEED:** 16 SEPTEMBER 2016

### WHEREAS:

- A. The Territory and the Recipient executed a Deed of Grant ("Deed") on 16 September 2016 in relation to the delivery of the MeriSTEM Project.
- B. Clause 14 provides for the Agreement to be amended or varied by mutual agreement of the parties in writing.
- C. The parties have agreed to extend the grant period of this Deed of Grant in accordance with the terms of this Variation Agreement.

### NOW IT IS AGREED AS FOLLOWS:

1. The following provision in Schedule 1 of the Deed of Grant is amended so as to extend the Grant Period for a further six months commencing 1 July 2017.

**Item 1: Grant Period:** *From the Date of this Deed to 31 December 2017*

**EXECUTED AS A VARIATION TO THE DEED OF GRANT AGREEMENT ON  
JUNE 2017**

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** )  
by )

\_\_\_\_\_  
PRINT FULL NAME )

in the presence of: )

.....  
Signature of Territory Delegate

.....  
Signature of Witness

.....  
Name of Witness

**SIGNED** for and on behalf of )  
**AUSTRALIAN NATIONAL** )  
**UNIVERSITY** )  
**ABN: 52 234 063 906** )  
by )

in the presence of:  
**Sch 2 2.2(a)(ii)** )  
.....  
Signature of Witness

**Sch 2 2.2(a)(ii)** )  
.....  
Name of Witness

Sch 2 2.2(a)(ii)  
.....  
Signature of Director/Authorised  
Person



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

Reference: ANU 2017 (2016/12233)

Professor Raelene Frances  
Dean, College of Arts and Social Sciences  
Australian National University  
13 Ellery Crescent  
ACTON ACT 2601

Dear Professor Frances

### **2017 Community Outreach Program –School of Music**

I am writing to you about the Community Outreach Program Deed of Grant, which expired on 31 December 2016, and was extended to 30 June 2017. I am pleased to advise that transition funding of \$300,575 from 1 July 2017 to 31 December 2017 has been approved. This funding is to assist in delivering agreed parts of the Community Outreach Program through the School of Music while the government assesses the new proposed program to commence from 1 January 2018. You should note that this amount will be reduced by the unspent funds currently held by the ANU for the Program as at 30 June 2017, which we have been advised by the ANU is \$164,736. Therefore, the amount due is \$135,839.

Attached is a Deed of Grant which you should read carefully as it sets out the terms and conditions on which funding will be provided. In particular, please note the Deed Schedules provide specific information about funding. These include reporting requirements, acknowledging of government funding, and special conditions.

For the funding to proceed, you will need to sign and return the Deed of Grant by 11 August 2017 and provide a tax invoice. The tax invoice should be made out to Robert Piani, ACT Economic Development, artsACT, GPO Box 158, Canberra ACT 2601. We will execute the Deed and return a copy for your records. It will take approximately 30 days from the receipt of the signed Deed and tax invoice to process payment.

We look forward to working with staff at the School of Art and Design, and the School of Music during 2017 on the Community Outreach Program. If you have any queries about this letter, please contact me on 6205 4365.

Yours sincerely

Sam Tyler  
Deputy Director  
Cultural Canberra

3 August 2017

**From:** 'Sch 2 2.2(a)(ii)' [redacted]@anu.edu.au>  
**Sent:** 14/08/2017 12:26 AM  
**To:** "Chick, Brent" <Brent.Chick@act.gov.au>  
**Cc:** "Hassett, Glen" <Glen.Hassett@act.gov.au>  
**Subject:** RE: iACT17 [SEC=UNCLASSIFIED]  
**Attachments:** iACT17\_PartnershipProposal\_ACTGovernment.pdf, SponsorshipAgreement\_InnovationACT.doc

Hi Brent,

I've attached the Partnership Proposal and also an updated version of last year's Sponsorship Agreement.

Let me know if you need anything further from my end.

Thanks,

[redacted]

---

**From:** Chick, Brent [mailto:Brent.Chick@act.gov.au]  
**Sent:** Monday, 14 August 2017 9:52 AM  
**To:** 'Sch 2 2.2(a)(ii)' [redacted]@anu.edu.au>  
**Cc:** Hassett, Glen <Glen.Hassett@act.gov.au>  
**Subject:** iACT17 [SEC=UNCLASSIFIED]

Hi [redacted]

I trust all is going well in preparation for the launch. I'm just preparing a brief to get sign off on ACT Government sponsorship for this year's event and was wondering if you have a partnership proposal document that I can attach and pull some info from?

I look forward to hearing from you.

Regards

Brent

Brent Chick | Senior Officer

Phone: 6207 7215 | 0431 133 190

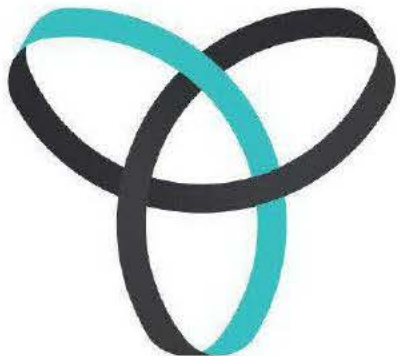
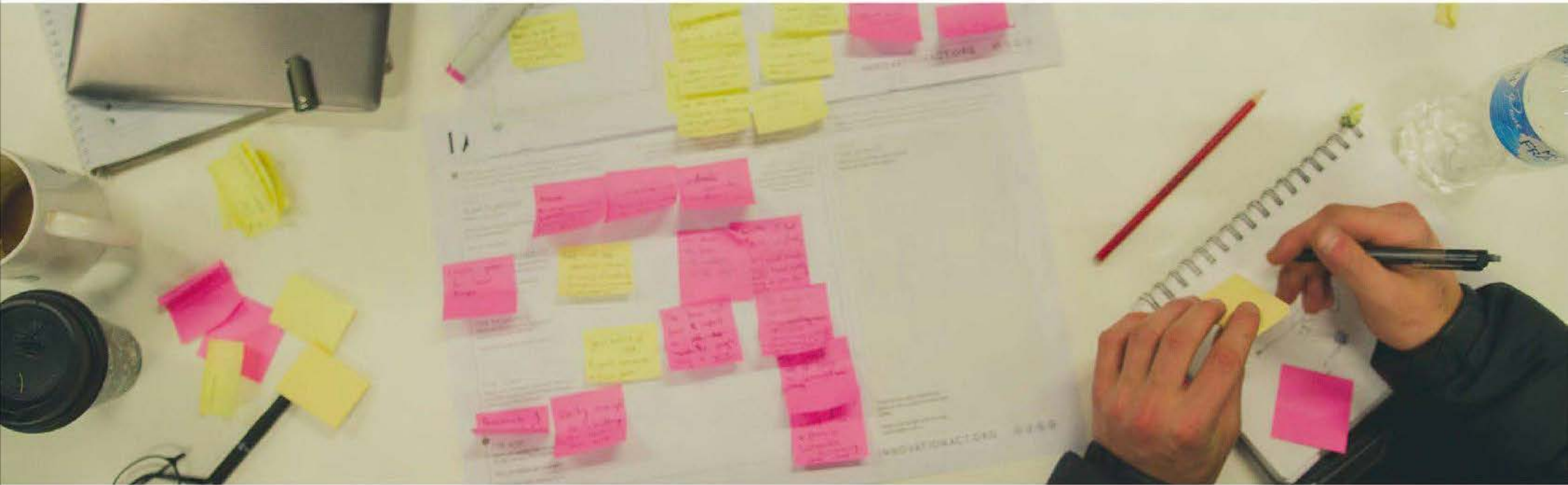
Innovate Canberra | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Nara Centre | GPO Box 158 Canberra City ACT 2601 | [www.business.act.gov.au](http://www.business.act.gov.au)



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# IACT 17



**InnovationACT 2017:  
Partnership Proposal**

# IACT17

## ACT Government + InnovationACT

### Summary

IACT has been incredibly appreciative of ACT Government's support over the past years, and we would be love to see this productive working relationship continue to develop.

Past IACT teams have greatly benefited from ACT Government's expertise and support, and a number of IACT teams have gone on to engage with ACT Government's programs and initiatives, including the Innovation Connect grant program and engagement with CBR Innovation Network.

We invite ACT Government to join IACT17 as Major Partners, and we are seeking a **financial contribution from ACT Government of \$10,000** (ex GST) which will go towards the IACT17 seed pool.

### Opportunities for ACT Government + IACT collaboration

Recommended areas for collaboration through the IACT17 program:

- ACT Government recognised as Major Partners of IACT17
- An ACT Government representative on the IACT17 judging panel
- An ACT Government representative to speak at the IACT17 Launch event
- Additional promotional opportunities for ACT Government at IACT17 events and through comms (see Partner Benefits included later in this proposal)

### IACT17 Timeline

---

#### July to August

Promotion and call for participants

#### August to October

IACT17 program

#### Major IACT17 dates:

- Launch: 15th August
- Pitch Night: 17th October
- Awards Night: 21st October

**CBR's largest entrepreneurship program,**  
providing the necessary skills, tools and  
networks to those looking to begin  
their entrepreneurial journey



InnovationACT (IACT) is Canberra's largest entrepreneurship program, open to students, staff and graduates of Canberra's major tertiary institutions.

The program was founded in 2008, and 2017 will be the program's tenth year.

From August to October, participants work in multidisciplinary teams to develop an innovative business venture. Teams will build upon their skills and networks by participating in intensive workshops, hearing from expert speakers and being mentored by local entrepreneurs.

The top teams will pitch in front of the community and a judging panel for their share of the \$50,000 seed pool and other startup support.



IACT is a fundamental part of Canberra's entrepreneurship ecosystem, and the starting place for many of Canberra's current and future entrepreneurs and innovators.



In order to provide the climate to achieve this, IACT provides organisations from the private, public and academic sectors an opportunity to strategically engage with our extensive network of self-selecting entrepreneurs, investors, and academics.



**This document outlines the opportunities for those wishing to get involved as a Partner or Supporter for IACT17.**



# IACT17

## Testimonials



“IACT is a key part of the CBR innovation ecosystem... and we are already seeing a number of the business ideas generated moving into the broader CBR innovation ecosystem.”

**Sch 2 2.2(a)(ii)**,  
Former CEO, CBR Innovation Network



“The InnovationACT program allowed my team to transform our idea into a reality. I urge anyone with an entrepreneurial vision to go through this program.”

**Sch 2 2.2(a)(ii)**,  
Former participant



“The variety and quality of candidates for the InnovationACT competition was astounding and added great value to the CBR innovation ecosystem.”

**Sch 2 2.2(a)(ii)**,  
Chairman Griffin Accelerator,  
Principal Boettcher Law, serial  
angel investor.

# IACT16

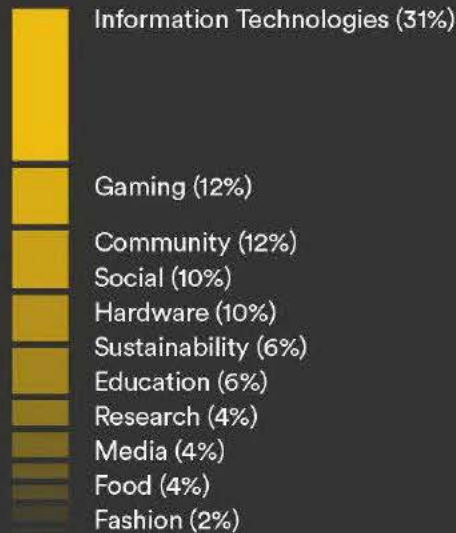
## Stats



# 124

### Innovators & Entrepreneurs

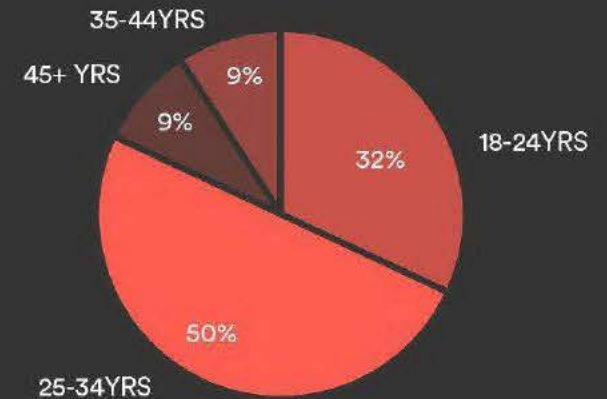
IACT attracts the largest concentration of dedicated innovators and entrepreneurs from the networks of the Canberra tertiary institutions.



# 51

### Teams

IACT projects address problems from a diverse range of industries, in the public, private and academic sectors.



# 1431

### Facebook Likes

IACT's vast social network allows partner organisations to access a large network of innovators looking for opportunities.

# IACT17

## Partner with InnovationACT

### How can I get involved as a partner?

IACT is made possible each year with thanks to the generous contributions of our partners and supporters. We are seeking financial and in-kind support in order to continue growing the program and to help keep the program free for all participants.

Your **financial support** will go towards the total IACT17 seed pool and delivery of the program.

We also welcome **in-kind support** that may help teams further develop their ventures, for example, startup support such as financial, legal or marketing/design services, or linking teams up with your organisation's specialist expertise and networks.

Your expertise can also help inspire and motivate teams throughout the program. We are seeking mentors and presenters who would be willing to share their experiences with IACT17 participants.

### How will the partnership benefit my organisation?

By partnering with IACT, you will be help support the next generation of entrepreneurs and have the chance to give back to the local innovation community.

With hundreds of entrepreneurs participating each year, you will get special access to the next big ideas coming out of Canberra. Additionally, there are opportunities for our Partners and Supporters to try to engage directly with grant winning teams.

Connect with IACT and increase your exposure and reputation amongst the innovation community. We offer a range of promotional opportunities throughout the IACT program.

### IACT17 Timeline

---

#### July to August

Promotion and call for participants

#### August to October

IACT17 program

#### Major IACT17 dates:

- Launch: 15th August
- Pitch Night: 17th October
- Awards Night: 21st October

# IACT17

## Partner Benefits

Our Partner and Supporter packages are flexible and can be customised to suit your organisation.

To discuss, please contact:

Sch 2 2.2(a)(ii)

Program Manager

Sch 2 2.2(a)(ii)

@anu.edu.au

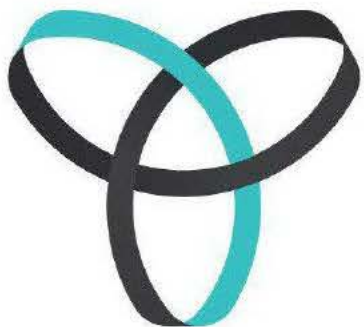
	Supporter in kind or < \$8,500	Partner \$8,500+
Acknowledged as a Supporter of IACT17	●	
Acknowledged as a Major Partner of IACT17		●
Your logo and a link to your website on the IACT17 website	●	●
Additional exposure through social media and other IACT17 communications	●	●
Invitation to include information or a giveaway in the IACT17 Welcome Pack for participants	●	●
Invitation to participate in IACT17 Launch Showcase*	●	●
Listed as a Major Partner of IACT17 in IACT press releases		●
Invitation to speak as part of major IACT17 events		●
Invitation to display your banner at major IACT17 events		●
Your logo on major IACT17 print and digital collateral		●

Other opportunities for Partners and Supporters to get involved in IACT17 and engage with our networks can also be discussed, including, but not limited to:

- Hosting an IACT17 After Hours session\*
- Hosting an external event for IACT networks, endorsed by IACT
- Gaining one-on-one access to IACT teams
- Your organisation or its representatives mentoring IACT teams

\*Limited opportunities

# IACT17



To find out more, contact:

Sch 2 2.2(a)(ii)  
Program Manager

Sch 2 2.2(a)(ii)  
[redacted]@anu.edu.au

InnovationACT is an initiative of:



Australian  
National  
University



**AUSTRALIAN CAPITAL TERRITORY**

# DEED OF GRANT

**Dated**

21/8/17 (artsACT to date)

**Parties**

**AUSTRALIAN CAPITAL TERRITORY**

**COLLEGE OF ARTS AND SOCIAL  
SCIENCES, ANU  
ABN: 52234063906**

**COMMUNITY OUTREACH PROGRAM**

**Prepared by**

artsACT, Cultural Canberra  
Chief Minister, Treasury, and Economic Development  
Directorate  
Level 4, 1 Constitution Avenue  
CIVIC ACT 2601

GPO Box 158  
CANBERRA ACT 2601  
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Ref: ANU 2017 (2016-12233)

**Version**

October 2012

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by artsACT, Cultural Canberra, a business unit within the Chief Minister, Treasury and Economic Development Directorate.

**College of Arts and Social Sciences, ANU**  
**ABN: 52234063906** of College of Arts and Social Sciences,  
Australian National University (Recipient).

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## **BACKGROUND**

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

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**IT IS AGREED** by the parties as follows.

### **1. Interpretation**

#### **1.1 Definitions**

The following definitions apply in this Deed, unless the context otherwise requires.

**Contact Officer** means, in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

**Funded Activity** means the activity described in **Schedule 2**.

**Grant** means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

**Grant Material** means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

**Grant Period** means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

**GST** has the same meaning as it has in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).



- Invoice** means an invoice that:
- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
  - (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
  - (3) sets out or is accompanied by any other details or reports required under this Deed; and
  - (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
- Special Condition** means any provision set out in **Schedule 3**.
- Territory** means:
- (1) when used in a geographical sense, the Australian Capital Territory; and
  - (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

## 1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## **2. Payment and Use of Grant**

### **2.1 Payment of Grant**

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

### **2.2 Use of Grant**

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

## **3. Grant Period**

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## **4. Separate accounting for Grant**

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

## **5. GST**

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

## **6. Records**

### **6.1 Obligation to keep records**

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Grant,

- (b) other money received and spent on the Funded Activity,
- (c) the progress of the Funded Activity, and
- (d) any other records in respect of the Funded Activity,

that the Territory may reasonably require from time to time; and

- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

## **6.2 Access**

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
  - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
  - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

## **6.3 Territory's Auditor-General**

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

# **7. Reporting of progress and expenditure**

## **7.1 Progress reports**

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

## **7.2 Other notifications**

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## **8. Acknowledgement of Funding**

### **8.1 Acknowledgement of Territory support**

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### **8.2 Other obligations**

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
  - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
  - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **9. Intellectual Property Rights**

### **9.1 Ownership of Grant Material**

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

### **9.2 Licence to Territory**

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

### **9.3 Meaning of “use”**

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

## **10. Insurance and Indemnity**

### **10.1 Recipient’s insurance**

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
  - (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
  - (3) any other insurance specified in **Item 4(2) Schedule 1**,
- with an insurer approved by the ACT Insurance Authority.

## **10.2 Indemnity**

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

## **11. Termination of Grant**

### **11.1 Breach**

The Territory may terminate this Deed at any time in writing giving 30 days notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
  - (b) is not capable of being remedied.

### **11.2 Termination or reduction of funding for any reason**

The Territory may, at any time in writing giving 30 days notice to the Recipient, terminate this Deed or reduce the funding and the scope for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the reduced Funded Activity in accordance with the notice.

### **11.3 No prejudice**

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

## **12. Refund of Grant**

### **12.1 Repayment of unacquitted funds**

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

- (1) unless otherwise required under this Deed, within 30 days of the acquittal date, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

### **12.2 Meaning of unacquitted funds**

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **13. Dispute Resolution**

### **13.1 Negotiation and Mediation of Dispute**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

### **13.2 No prejudice**

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## **14. Variation**

### **14.1 Variation to Funded Activity**

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

### **14.2 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## **15. General**

### **15.1 No assignment**

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### **15.2 Conflict of interest**

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### **15.3 No employment, partnership or agency relationship**

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

#### **15.4 Entire Agreement**

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

#### **15.5 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

#### **15.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

#### **15.7 Compliance with laws and governing law**

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

#### **15.8 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### **15.9 Forms and statements**

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.



#### **15.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

#### **15.11 Survival of clauses**

**Clauses 6, 7.1, 9.2, 10.2 and 12** will survive the expiration or earlier termination of this Deed.

## SCHEDULE 1

### GRANT DETAILS

**Item 1. Grant Period**

*See clauses 1.1 and 3*

From 1 July 2017 until 31 December 2017.

**Item 2. Grant**

*See clauses 1.1 and 2.1*

- (1) Total Grant: \$300,575  
(plus GST if applicable)
- (2) Grant Category:  
Community Outreach Program
- (3) Grant is payable as a lump sum and an invoice may be rendered on or after the date of this Deed

Amount	When Invoice may be rendered		
By Instalment	Year	Date Payable	Amount
	2017	31 August	\$135,839
	Condition: Acceptance of a signed Deed of Grant by 11 August 2017.		
	Balance of Total Grant of \$164,736 to be paid from unspent funds held by the Recipient as at 30 June 2017		

- (4) Except if otherwise stated in this Deed, the Grant is:
  - (a) payable within 30 days of receipt by the Territory of an Invoice; and
  - (b) exclusive of GST (where applicable) and all other taxes, duties and charges.

**Item 3. Reporting and Acquittal**

*See clause 7.1*

- (1) The Recipient must, by **30 April 2018**, provide a completed and certified Statement of Acquittal of Grant, including an evaluation statement, in the format prescribed to you, quantitative data relating to your program in the format prescribed to you, supportive documentation from your program; and

- (2) The Recipient must provide, by **30 April 2017**, a financial certificate signed by the Chief Financial Officer including a detailed income and expenditure statement.
- (3) Without limiting any other obligation of the Recipient, the Territory may request an activity report, in a form prescribed by the Territory, about the progress of the Funded Activity from the Recipient at any time during the Grant Period and the Recipient must provide the completed activity report within 30 days of the Territory's request.

**Item 4. Other insurance requirements**

*See clause 10.1*

- (1) Public Liability Insurance: \$20million (in the annual aggregate).
- (2) Professional indemnity insurance coverage in the amount of \$20 million in respect of each claim and in the annual aggregate.

**Item 5. Contact Officers**

*See clauses 1.1 and 15.8*

For the Territory:  
 Robert Piani, Manager  
 Arts Support, artsACT, Cultural Canberra  
 Community Services Directorate  
 Level 4, Canberra Nara Centre  
 1 Constitution Avenue  
 CIVIC ACT 2602

For the Recipient:  
 Sch 2 2.2(a)(ii), Outreach Coordinator  
 College of Arts and Social Sciences  
 Australian National University ACT 0200

**Item 6. Form of Acknowledgement**

*See clause 8.1*

The ACT Government requires appropriate acknowledgment of its support for organisations, facilities, programs and projects. This acknowledgment must be on all promotional, advertising, signage or other publicity material, newsletters, websites and stationary including letterhead. Acknowledgement needs also to be made in formal speeches, such as at launches and opening nights.

Evidence of compliance with this requirement forms part of the Acquittal of the Grant for funded activities and will be taken into consideration as part of the assessment of any future grant application.

The ACT Government logo and information about its appropriate use are available on the ACT Government Grants website at [www.grants.act.gov.au/acknowledging](http://www.grants.act.gov.au/acknowledging). The size of the acknowledgment, particularly the logo, is to be proportionate to funding received from sources other than the ACT Government. If you require further clarification of these acknowledgement requirements please contact artsACT on (02) 6207 2384.

## SCHEDULE 2

**THE FUNDED ACTIVITY: to assist with costs of delivering the Community Outreach Program in 2017, as per the projects and amounts below.**

<b>Project</b>	<b>Amount</b>	<b>Description</b>
<b>Music Engagement</b>	\$30,000	One month transition funding to 31 July 2017 for the program. (The program provided professional development for ACT teachers and on-going support for music in ACT primary schools and for off-campus music events).
<b>Music Development</b>	\$110,575	The project delivers advanced aural musicianship/theory classes, chamber ensemble tuition and performance experience, with pathways for progression, and participation in practical workshops and a range of other activities and performance/learning opportunities, for Year 7 to 12 ACT Students, to 31 December 2017.
<b>Music for Colleges</b>	\$160,000	The project delivers accredited music courses in classical and jazz for year 11 and 12 ACT Students, and enables students to complete a major in music for their Year 12 certificate, to 31 December 2017.
<b>Sub Total</b>	\$300,575	
Less Unspent funds	\$164,736	Balance of Unspent funds as at 30 June 2017
<b>Total due</b>	<b>\$135,839</b>	

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

*See clauses 1.1 and 15.10*

- (1) Clauses 9.2 and 9.3 are deleted and replaced with the following:

The Recipient grants to the Territory an irrevocable, non-exclusive, non-transferable and royalty-free licence to use the intellectual property in the Grant Material for:

- (a) The Territory to perform all of its administrative functions with the Deed, Grant, Grant Material, or the Recipient; and
- (b) any other purpose approved by the Recipient in writing, provided that the Recipient may not unreasonably withhold that approval.

SIGNED AS A DEED ON ..... 21/8/17 .....(artsACT to date)

SIGNED for and on behalf of the )  
AUSTRALIAN CAPITAL TERRITORY )  
in the presence of: ) Signature of Territory delegate

*[Handwritten Signature]*

Signature of Territory delegate

*[Handwritten Signature]*

Signature of witness

IAN HILL

Print name

Robert Piani

Print name

SIGNED for and on behalf of )  
College of Arts and Social Sciences, )  
Australian National University )  
ABN: 52234063906 in the presence of: ) Signature of Recipient or authorised officer\*

Sch 2 2.2(a)(ii)

Signature of Recipient or authorised officer\*

\*delete whichever is not applicable (see note below)

Sch 2 2.2(a)(ii)

Signature of witness

RAE FRANCES, DEAN

Print name and position

Sch 2 2.2(a)(ii)

Print name

Signature of second authorised officer\*

\*see note below

Print name and position



Note:

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Individual: Must be signed by the individual Recipient and witnessed.
- Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

**From:** "Chick, Brent"  
**Sent:** 24/08/2017 5:27 AM  
**To:** "Sch 2 2.2(a)(ii) [REDACTED]" <[REDACTED]@anu.edu.au>  
**Cc:** "Hassett, Glen" <Glen.Hassett@act.gov.au>  
**Subject:** iACT17 ACT Government Sponsorship [SEC=UNCLASSIFIED]  
**Attachments:** iACT17\_sponsorship\_agreement.doc

Hi [REDACTED]

I apologise we haven't come back sooner. But I can now confirm that the ACT Government will sponsor iACT17 for \$5,000 GST Exclusive.

Please find attached a sponsorship agreement. I have used last years and just changed the date but feel free to review. Once you are happy can you sign at your end then scan and send back? At that time if you could include an invoice for the full amount (\$5k) that would be super.

Kind regards

Brent Chick | Senior Officer  
Phone: 6207 7215 | 0431 133 190  
Innovate Canberra | Chief Minister, Treasury and Economic Development Directorate | ACT Government  
Nara Centre | GPO Box 158 Canberra City ACT 2601 | [www.business.act.gov.au](http://www.business.act.gov.au)







AUSTRALIAN CAPITAL TERRITORY

# SPONSORSHIP AGREEMENT

Date

24 August 2017

Parties

**AUSTRALIAN CAPITAL TERRITORY**

**AUSTRALIAN NATIONAL UNIVERSITY  
ABN 52 234 063 906**

**SPONSORSHIP OF iACT17**

Prepared by

Innovate Canberra  
Enterprise Canberra  
Chief Minister, Treasury and Economic Development  
Directorate  
ACT Government

Version

24 August 2017

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, a body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Territory)* represented by Chief Minister, Treasury and Economic Development Directorate.

Australian National University of  
Acton ACT 2601 (**Organisation**).

---

## **BACKGROUND**

The Territory has agreed to provide the Sponsorship and the Organisation has agreed to provide Sponsorship Rights in accordance with the provisions of this Agreement.

---

**IT IS AGREED** by the parties as follows:

### **1. Interpretation**

#### **1.1 Definitions**

The following definitions apply to this Agreement unless the context otherwise requires.

**Contact Officers** means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

**Special Conditions** means any provision set out in **Item 2 Schedule 2**.

**Sponsored Activity** means the activity specified in **Item 4 Schedule 1**.

**Sponsorship** means the amount or other contribution specified in **Item 3 Schedule 1**.

**Sponsorship Rights** means the rights set out **Item 1 Schedule 2**.

**Term** means the duration of this Agreement specified in **Item 2 Schedule 1**, and if extended under **clause 3**, the initial term and the extended term.

**Territory** means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the

**Territory Information**

means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; or
- (2) is notified (whether in writing or not) by the Territory to the Organisation as being confidential;

but does not include information that:

- (3) is or becomes public knowledge other than by breach of this Agreement;
- (4) has been independently developed or acquired by the Organisation; or
- (5) has been notified in writing by the Territory to the Organisation as not being confidential.

**1.2 General**

In this Agreement, unless the contrary intention is expressed:

- (1) references to "Organisation" includes any employees or agents of the Organisation;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; and
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

**2. Sponsorship**

**2.1 Provision of Sponsorship**

In consideration of the grant of the Sponsorship Rights, the Territory must provide to the Organisation the Sponsorship in the manner specified in **Item 3 Schedule 1**.

## **2.2 Use of Sponsorship**

The Organisation must only use the Sponsorship for the Sponsored Activity.

## **2.3 Payment of Sponsorship**

If, by virtue of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**), a goods and services tax (**GST**) is payable in respect of the Sponsorship, the Organisation must render to the Territory a tax invoice (as defined in the GST Act).

## **3. Term**

This Agreement is for the Term unless terminated under the provisions of this Agreement. This Agreement may be extended by written agreement of the parties prior to the expiration of this Agreement.

## **4. Sponsorship Rights**

In consideration of the provision of the Sponsorship, the Organisation grants to the Territory the Sponsorship Rights.

## **5. No assignment**

The Organisation must not assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

## **6. Non-disclosure of Territory Information**

### **6.1 Organisation must not disclose Territory Information**

Except as provided in this Agreement, the Organisation must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the Organisation's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of the Organisation without restriction in relation to disclosure before the date of receipt from the Territory.

### **6.2 Organisation to protect Territory Information**

The Organisation must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

### **6.3 Organisation's use of Territory Information**

The Organisation must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement; and
- (2) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

### **6.4 Organisation must notify the Territory**

The Organisation must immediately notify the Territory if the Organisation becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

## **7. Indemnity**

A party (**first party**) will indemnify the other party against liability in respect of all claims, costs and expenses and for all loss, damage or injury to persons or property caused by the first party in connection with the Sponsored Activity or the performance of its obligations under this Agreement, except to the extent that the other party caused the relevant loss, damage or injury.

## **8. Termination**

### **8.1 Termination by Territory**

The Territory may terminate this Agreement, at any time by written notice to the Organisation if:

- (1) the Organisation's business or activities are contrary to any government policy of the Territory; or
- (2) the Organisation is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors, or takes advantage of any statute for the relief of insolvent debtors.

## **8.2 Termination by either party**

A party (**first party**) may terminate this Agreement at any time by notice to the other if:

- (1) the Sponsored Activity is cancelled or cannot take place due to impossibility or illegality; or
- (2) the other party is in breach of a provision of this Agreement, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a notice by the first party, or
  - (b) is not capable of being remedied.

## **8.3 After termination**

- (1) If a party terminates the Agreement pursuant to **clause 8.1** or **clause 8.2**, the Organisation must repay or return to the Territory, within 14 days of receipt of or provision of notice to terminate, so much of the Sponsorship as the Territory has provided, and take such other reasonable measures (including deletion of the Territory's name from publications regarding the Sponsored Activity) as notified by the Territory.
- (2) Following the expiration or earlier termination of this Agreement, the Organisation must not represent or otherwise hold out that it has any association or affiliation with the Territory.

## **9. General**

### **9.1 Conflict of interest**

The Organisation:

- (1) warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement; and
- (2) must, if a conflict, or risk of conflict of interest arises during the Term:
  - (a) notify the Territory immediately in writing of that conflict or risk, and
  - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

## **9.2 No employment, partnership or agency relationship**

- (1) Nothing in this Agreement constitutes the Organisation, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Organisation must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

## **9.3 Entire agreement**

This Agreement comprises the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any prior representations, negotiations, writings, memoranda and agreements.

## **9.4 Severability**

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

## **9.5 Variation**

This Agreement may be varied only by the written agreement of the parties prior to the expiration of this Agreement.

## **9.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

## **9.7 Governing law**

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

## **9.8 Compliance with laws**

The Organisation must comply with the laws from time to time in force in the Territory in performing its obligations under the Agreement.

## **9.9 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the



relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### **9.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

#### **9.11 Survival of clauses**

Clauses 6 and 7 will survive the expiration or earlier termination of this Agreement.

## SCHEDULE 1

### CONTRACT DETAILS

**Item 1. Contact Officers**  
*See clause 1.1 and 9.9*

For the Territory:

Brent Chick,  
Innovate Canberra  
Chief Minister, Treasury and Economic  
Development Directorate  
ACT Government  
Brent.chick@act.gov.au  
6207 7215

For the Organisation:

Sch 2 2.2(a)(ii)  
Program Manager  
InnovationACT  
Australian National University  
Sch 2 2.2(a)(ii)@anu.edu.au  
Sch 2 2.2(a)(ii)

**Item 2. Term**  
*See clause 3*

From the date of this Agreement until  
15 December 2017

**Item 3. Sponsorship**  
*See clause 1.1 and 2*

- (1) \$5,000 (exclusive of GST).
- (2) Full payment of \$5,000 GST Inclusive to be provided on the execution of this Deed.

**Item 4. Sponsored Activity**  
*See clause 1.1 and 2.2*

The delivery of the InnovationACT 2017 (iACT17) entrepreneurship program that is open to students, staff and graduates of Canberra's major tertiary institutions. iACT17 will consist of a series of workshops, seminars and mentoring with participants forming teams to develop an innovative business venture. A selection of teams will then pitch for a share of the \$50,000 seed pool.

## SCHEDULE 2

### Item 1. SPONSORSHIP RIGHTS

- (1) The Organisation must, in relation to the Sponsored Activity:
  - (a) include an acknowledgement in the following form in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising:

“InnovationACT 2017 is supported by the ACT Government”

<http://sharedservices/actgovt/branding/logos.html>
  - (b) acknowledge the Sponsorship in any public event, media release or media coverage; and
  - (c) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Sponsored Activity.
- (2) If a Territory logo is to be used, for the purpose of **Item 1(1)(a)**, the Territory grants to the Organisation a royalty free, non-exclusive and limited licence, to use the logo for the purposes of complying with this Agreement.

### Item 2. SPECIAL CONDITIONS

Not used

DATE OF THIS AGREEMENT 24 August 2017

SIGNED for and on behalf of the  
AUSTRALIAN CAPITAL TERRITORY  
in the presence of:

)  
)  
) Signature of Territory delegate

Glen Hassett

Print name

[Signature]  
Signature of witness

Brent Chick  
Print name

SIGNED by or for and on behalf of  
Australian National University  
ABN: 52 234 063 906  
in the presence of:

) **Sch 2 2.2(a)(ii)**  
)  
) Signature of director/ authorised officer/  
individual\*  
\*delete whichever is not applicable (see note below)

.....  
Signature of second director/ secretary/  
witness \*  
\*delete whichever is not applicable (see note below)

..... **Sch 2 2.2(a)(ii)** .....  
Print name

.....  
Print name

..... **Sch 2 2.2(a)(ii)** .....  
Signature of second authorised officer\*  
\*only use if Incorporated Association (see note below)

..... **Sch 2 2.2(a)(ii)** .....  
Print name



- Note:**
- Date:** Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
  - Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Organisation's constitution.
  - Individual:** Must be signed by the individual and witnessed.
  - Incorporated Association:** Must be signed in accordance with the Organisation's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

**From:** 'Sch 2 2.2(a)(ii)' <[REDACTED]@anu.edu.au>  
**Sent:** 20/10/2017 6:06 AM  
**To:** "Mpaso, Chimwemwe" <Chimwemwe.Mpaso@act.gov.au>  
**Cc:** 'Sch 2 2.2(a)(ii)' <[REDACTED]@anu.edu.au>; "Chick, Brent" <Brent.Chick@act.gov.au>  
**Subject:** RE: Techbroker project [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]  
**Attachments:** Variation of Deed of Grant for Techbroker\_TB.doc

Hi Chimwemwe,

Thank you very much for drafting the variation.

This draft is fine but I would just like to confirm that you are happy with the fact that, under the proposed variation, ANU would invoice the ACT government for the last \$11k on 31 January 2018 (end of Period 2, as per Item 2 (2))?  
I have made some tracked changes in case you would prefer for this payment to be made at the end of the (new) period 3.

Best regards,

[REDACTED]

---

**From:** Mpaso, Chimwemwe [mailto:Chimwemwe.Mpaso@act.gov.au]  
**Sent:** Wednesday, 18 October 2017 4:00 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]; Chick, Brent  
**Subject:** FW: Techbroker project [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Oh Sorry,

This time the attachment is included.

Chimwemwe

---

**From:** Mpaso, Chimwemwe  
**Sent:** Wednesday, 18 October 2017 3:54 PM  
**To:** [REDACTED]  
**Cc:** Chick, Brent; [REDACTED]  
**Subject:** RE: Techbroker project [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi [REDACTED]

Thank you for your email of 11 October regarding the proposed amendments to the Techbroker Deed of Grant.

We have considered the issues that you have raised and come up with the attached draft deed of variation for your consideration.

Please review it and inform us if you require any amendments or clarifications.

If it is in order, please advise so that we can issue an execution copy of the document.

Kind regards,

Chimwemwe

---

**From:** [REDACTED] <[REDACTED]@anu.edu.au>  
**Sent:** Wednesday, 11 October 2017 4:58 PM  
**To:** Mpaso, Chimwemwe

**Cc:** Chick, Brent; [Sch 2 2.2(a)(ii)]

**Subject:** RE: Techbroker project [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

Apologies for the late reply: I needed to confirm a couple of points internally.

As I understand, the discussed variation would only impact the Schedules and there would be no variation of the overall funded amount.

I have highlighted the required changes in the attached copy of the schedules. Points to note and questions:

1. I understand the aim is to extend Period 1 until 1 Feb 2018 and for Period 2 to cover 1 Feb 2018 - 30 June 2018. However, as I understand you need to expend the last \$11k before the end of FY17/18 (30 June 2018), may I suggest Period 2 covers 1 Feb 2018 – **31 May 2018** instead, to leave time for the final report to be submitted and the payment to be processed?
2. Would you like to include a precise definition of "partner organisation" in clause 1.1, as the term will be used throughout Schedule 2 to replace UC?
3. Please advise whether you agree with the proposed changes in the attached

Once the required changes are agreed in principle, I can prepare a Deed of Variation for formal agreement and signature, as per clause 14 of the Deed of Grant.

Best regards,

[Sch 2 2.2(a)(ii)]

[Sch 2 2.2(a)(ii)]

Research Development Coordinator  
Research and Innovation Office  
ANU College of Engineering and Computer Science  
RSISE Building 115  
The Australian National University  
Acton ACT 2601

[Sch 2 2.2(a)(ii)]

---

**From:** [Sch 2 2.2(a)(ii)]

**Sent:** Thursday, 5 October 2017 4:54 PM

**To:** Mpas, Chimwemwe

**Cc:** Chick, Brent; [Sch 2 2.2(a)(ii)]

**Subject:** Re: Techbroker project [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi

Thomas is putting it together now. He will be in touch with a couple of questions.

Sent from my iPhone

On 5 Oct 2017, at 16:34, Mpas, Chimwemwe <[Chimwemwe.Mpas@act.gov.au](mailto:Chimwemwe.Mpas@act.gov.au)> wrote:

Hi [Sch 2 2.2(a)(ii)]

How are you tracking with the proposal to amend the deed of grant for the Techbroker project?

Let me know if I could be of any help.

Kind regards,

Chimwemwe

**Chimwemwe Mpaso** | Senior Officer, Investment and Enterprise Development – Innovate Canberra  
Phone: (02) 6207 5843 | Fax: (02) 6207 0033  
Chief Minister, Treasury and Economic Development Directorate  
Nara Centre | GPO Box 158 Canberra ACT 2601

[Website](#) | [Twitter](#) | [Facebook](#) | [Blog](#)

<image001.jpg>

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## VARIATION TO THE DEED OF GRANT FOR THE 'TECHBROKER' PROJECT

### BETWEEN:

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth)* ("Territory") represented by the Chief Minister, Treasury and Economic Development Directorate,

### AND:

**AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 ("Recipient").

**DATE OF DEED:** 2 DECEMBER 2016

### WHEREAS:

- A. The Territory and the Recipient executed a Deed of Grant ("Deed") on 2 December 2016 in relation to the delivery of the 'Techbroker' Project.
- B. Clause 14 provides for the Agreement to be amended or varied by mutual agreement of the parties in writing.
- C. The parties have agreed to vary the Deed of Grant in accordance with the terms of this Variation Agreement.

### NOW IT IS AGREED AS FOLLOWS:

#### 1. Grant Period

The following provision in Schedule 1 of the Deed of Grant is amended so as to extend the grant period for a further period of six months commencing 2 December 2017 by replacing the wording with the following:

**Item 1: Grant Period:** *From the Date of this Deed to 31 May 2018*

#### 2. Reporting and Acquittal

The following provision in Schedule 1 of the Deed of Grant is amended to include new times when the Recipient will submit project reports over the grant period as follows:

**Item 3: Reporting and Acquittal**

- a) Report for Period 2 - Date when Report is due: 31 January 2018.
- b) Report for Period 3 - Date when Report is due: 1 May 2018.

#### 3. The Funded Activity

The following amendments are made to the Funded Activity in Schedule 2:

- i) *University of Canberra (UC)* is replaced with '*Partner Organisation*' where the partner organisation is defined as any one or more of these parties, University of Canberra, Canberra Institute of Technology, or any specified Industry Partner.
- ii) Delete Item 'e' of Activity 1 of the Funded Activity.



EXECUTED AS A VARIATION TO THE DEED OF GRANT AGREEMENT ON

30 ~~OCTOBER~~ 2017  
~~NOVEMBER~~

SIGNED for and on behalf of the )  
AUSTRALIAN CAPITAL TERRITORY )  
by )

*Cater Hassett*

PRINT FULL NAME

in the presence of:

Signature of Territory Delegate

*C. Myrta*

Signature of Witness

*Catherine Myrta*

Name of Witness

SIGNED for and on behalf of )  
AUSTRALIAN NATIONAL )  
UNIVERSITY )  
ABN: 52 234 063 906 )  
by )

Sch 2 2.2(a)(ii)

Signature of Director/Authorised Person

in the presence of:

Sch 2 2.2(a)(ii)

Signature of Witness

Sch 2 2.2(a)(ii)

Name of Witness

Customer **Treasury & Economic Devel Directorate**  
0027245 Brent Chick  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Research Office

Invoice No. 460549  
**Due Date 15/12/2017**  
**Amount Due 5,000.00 AUD**  
Invoice Date 15/11/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>Cntrb to IACT W/S &amp; prizemoney</b> Contribution to 2017 Innovation ACT (IACT) workshop & prize money	1.00		5,000.00	0.00	<b>5,000.00</b>
SubTotal Ex-GST						5,000.00
Total GST						0.00
<b>Total incl. GST</b>						<b>5,000.00</b>
<b>Amount Due</b>						<b>5,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 460549 <b>Balance Due:</b> 5,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>460549</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>460549</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

Out of Scope

# Out of Scope

Australian National University	The Australian National University Space Research and Innovation Hub	The ANU Space Research and Innovation Hub is a key element of the ACT Space and Innovation Cluster - an ACT Government initiative outlined in the 2015 Business Development Strategy. This project will conduct a scoping study of the Hub - consulting with industry and community stakeholders. This will inform a plan for a truly innovative collaborative space that promotes interaction between academics, students and industry - addressing problems and creating new business opportunities.	\$50 000	\$50 000	\$50 000		high	Aligns perfectly with the development of key capability areas of the Business Development Strategy and the program.	\$50 000	Mary CDI - GI - rater highly - geoff agrees and UNSW? Louise - Linkages with Mt Stromlo... Louise - Decision - Support \$50k 50000
The Australian National University	TechBroker - Growing the ACT Innovation Sector by facilitating increased co-laboration between university staff, students and the ACT community using university equipment, facilities and intellectual property.	The Australian National University is a significant source of intellectual talent and ideas across a broad range of disciplines including engineering, computing, science, commerce, policy development and the arts. The university also operates a wide range of advanced equipment and has world-class design and fabrication facilities in areas such as electronic and electrical engineering, software, metal, ceramics, timber, glass and textiles. The objective of TechBroker is to help grow the ACT innovation ecosystem by facilitating community access to these resources and by enhancing multidisciplinary collaboration between university staff and students and the broader community.	\$431 914	\$70 000	\$293 81	\$138 733	medium	There were several applications for maker spaces whether fixed or mobile. Applicants were provided opportunity to co-laborate and submit joint proposals with no applicant taking this opportunity. Applications for maker spaces will be instructed to collaborate and come back at the next round in 2016.		

# Out of Scope

Out of Scope

CBR Innovation Development Fund - Competitive Grants Internal Assessment

**Selection Criteria**

- SC1 How well does the proposal meet the intent of the program in facilitating collaboration and/or broadening access to resources for innovators and entrepreneurs?
- SC2 What are the potential economic benefits to the ACT and, in particular, the innovation ecosystem?
- SC3 Have the possible risks to the delivery of the proposal been identified and how will they be managed?
- SC4 What are the financial and other commitments provided by the applicant and the collaborating partners?

**Selection Criteria Rating**

Applicant	Project Title	Requested	total	Comments	Sensitivites	Feedback from Consultations with project proponents
<h1>Out of Scope</h1>						

# Out of Scope

The Australian National University	TechBroker - Increasing Collaboration across the ACT Innovation Eco-system by Simplifying Access to ANU Facilities and Intellectual Assets	\$285 226	37	We would be keen to see a broader application of the tech broker facility across institutions and with evidence of support from colaboration organiastions like the CBRIN, entry 29 and KILN.		applicant was advised to reach out to potential collaborators that are proposing similar projects e.g UC. Ideal approach would be to pitch a multi-location model project that includes assets beyond the ANU only
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# Out of Scope

# Out of Scope

The Australian National University	MeriSTEM: Modular educational resources in Science, Technology, Engineering and Mathematics	\$100 000	34			Applicant has talked to related project (SISSTEM) to explore collaboration. The project will initially translate Physics material to demonstrate the prototype and thereafter move to Maths and other science subject areas. The funding is for an additional position to assist in undertaking the work
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# Out of Scope

The Australian National University	MDbox: a cloud-based repository and analysis toolkit for molecular dynamics simulations	\$160 000	32	The idea is positive and could broaden the ecosystem, however if the stakeholders in the private sector were involved it would be more collaborative, Would have been higher if potential stakeholders were involved in the collaboration project team has deep and relevant skills		
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# Out of Scope



# Out of Scope

The Australian National University	From Sensors to Solutions: Leveraging Existing Earth Observation from Space Capability and Infrastructure in the ACT to grow the Space Economy	\$200 000	0			
------------------------------------	--	-----------	---	--	--	--

**From:** 'Sch 2 2.2(a)(ii)' <[REDACTED]@anu.edu.au>  
**Sent:** 29/11/2017 10:53 PM  
**To:** "Grinter, Stephen" <Stephen.Grinter@act.gov.au>  
**Cc:** "Mpasso, Chimwemwe" <Chimwemwe.Mpasso@act.gov.au>  
**Subject:** Re: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Stephen,

I was told that the Research Accounting team should finalise the report by Friday or early next week. I apologise for this delay, but these things are often slow at universities.

I will follow up with the accounting team again next week to make sure that the report reaches you as soon as possible.

Best regards,

[REDACTED]

**From:** Sch 2 2.2(a)(ii) [REDACTED]  
**Sent:** Tuesday, 28 November 2017 7:13:13 PM  
**To:** Grinter, Stephen  
**Cc:** Mpasso, Chimwemwe  
**Subject:** Re: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Dear Stephen,

I submitted my final report to the Finances a month ago and I assumed that the report was sent by now! I will follow up with the finance officer and check why this report has not been sent yet.

I apologise for any inconvenience.

All the best,

[REDACTED]

Sch 2 2.2(a)(ii) [REDACTED]  
Postdoctoral Research Fellow  
Research School of Chemistry  
The Australian National University

E: [REDACTED]

**From:** Grinter, Stephen <Stephen.Grinter@act.gov.au>  
**Sent:** Tuesday, 28 November 2017 4:01:46 PM  
**To:** [REDACTED]  
**Cc:** Mpasso, Chimwemwe  
**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi [Sch 2 2.2(a)(ii)]

I am writing to enquire about your CBR Innovation Development Fund project 'MD Box'. We are just following up your project as we have noticed that your final project milestone report is now due.

Any update on this project and when do you anticipate the final milestone report will be ready?

Kind Regards

Stephen

Stephen Grinter | Project Officer – Investment & Enterprise Development

Phone: (02) 6207 8040

Innovate Canberra | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Nara Centre | GPO Box 158 Canberra City ACT 2601 | [www.business.act.gov.au](http://www.business.act.gov.au)



---

**From:** [Sch 2 2.2(a)(ii)] [\[redacted\]@anu.edu.au](mailto:[redacted]@anu.edu.au) ]

**Sent:** Wednesday, 26 April 2017 12:02 PM

**To:** Mpas, Chimwemwe

**Cc:** [Sch 2 2.2(a)(ii)]

**Subject:** Re: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Dear Chimwemwe,

My report is with [Sch 2 2.2(a)(ii)] and she's waiting for the financial report and invoice to send them together. I believe that all the documents are ready and I apologise for this delay, I assume that all the holidays had something to do with slowing things down.

Best regards,

[Sch 2 2.2(a)(ii)]

[Sch 2 2.2(a)(ii)]

Postdoctoral Research Fellow

Research School of Chemistry

The Australian National University

E: [Sch 2 2.2(a)(ii)]

---

**From:** Mpas, Chimwemwe <[Chimwemwe.Mpas@act.gov.au](mailto:Chimwemwe.Mpas@act.gov.au)>

**Sent:** Wednesday, 26 April 2017 9:52:33 AM

**To:** [Sch 2 2.2(a)(ii)]

**Cc:** [Sch 2 2.2(a)(ii)]

**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi [Sch 2 2.2(a)(ii)]

Good morning.

I am writing to follow up on where you are at with the milestone report as well as the second invoice for your project.

Kind regards,

Chimwemwe

---

**From:** Sch 2 2.2(a)(ii) [redacted] @anu.edu.au  
**Sent:** Monday, 10 April 2017 10:33 AM  
**To:** Mpas, Chimwemwe; Sch 2 2.2(a)(ii) [redacted]  
**Cc:** Sch 2 2.2(a)(ii) [redacted]  
**Subject:** Re: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

I will prepare and send the milestone report by the end of the week.

Best regards,

Sch 2 2.2(a)(ii) [redacted]

---

**From:** Mpas, Chimwemwe <Chimwemwe.Mpas@act.gov.au>  
**Sent:** Monday, 10 April 2017 10:17:37 AM  
**To:** Sch 2 2.2(a)(ii) [redacted]  
**Cc:** Sch 2 2.2(a)(ii) [redacted]  
**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Sch 2 2.2(a)(ii) [redacted]

I called you last week to inquire how your project 'MD Box' is progressing and get a feel of when the project milestone report which is now due, will be ready.

Please contact me when you have the opportunity.

Kind regards,

Chimwemwe

**Chimwemwe Mpas** | Senior Officer, Investment and Enterprise Development – Innovate Canberra  
Phone: (02) 6207 5843 | Fax: (02) 6207 0033  
Chief Minister, Treasury and Economic Development Directorate  
Nara Centre | GPO Box 158 Canberra ACT 2601

[Website](#) | [Twitter](#) | [Facebook](#) | [Blog](#)



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Customer **Treasury & Economic Devel Directorate**  
0027245 Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Research School of Chemistry

Invoice No. 461254  
**Due Date 13/01/2018**  
**Amount Due 11,000.00 AUD**  
Invoice Date 14/12/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>ACTChiefMin final per contract</b> Project title: CBR16/1700032 MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulations ANU CI: <span style="background-color: #cccccc;">Sch 2 2.2(a)(ii)</span>	1.00		10,000.00	1,000.00	<b>11,000.00</b>
					SubTotal Ex-GST	10,000.00
					Total GST	1,000.00
					<b>Total incl. GST</b>	<b>11,000.00</b>
					<b>Amount Due</b>	<b>11,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 461254 <b>Balance Due:</b> 11,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>461254</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>461254</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

# Fuel Moisture Content in the rural-urban interface: Brief Summary Report

Sch 2 2.2(a)(ii)

Fenner School of Environment & Society, Australian National University

**Intention of the project:** This project aims to provide high-resolution information about Fuel Moisture Content in the Wildland Urban Interface (WUI) surrounding the ACT using SPOT imagery provided by AIRBUS. This project is carried out in collaboration with the ACT Parks and Conservation Service.

## Completed activities

1. *Compiling field observations of Fuel Moisture Content (FMC) in the ACT to be used for validation.* Data from three field sites was acquired and deemed useable for this project;
  - a) Grassland site at Coppings Crossing Road (-35.2787, 149.0559); 40 observations between 17-November 2014 to 02-11-2016
  - b) Forest site at Namadgi National Park, CosmOz plot (-35.598, 148.816): 22 observations between 19-10-2015 and 19-04-2016
  - c) Forest site at Namadgi National Park, 80-acres (-35.607, 148.866): 21 observations between 27-10-2015 and 19-04-2016
- 2) *Identifying available SPOT data covering the period and locations of the field FMC observations.* AIRBUS provided with 8 scenes covering the Coppings Crossings Road field site (9<sup>th</sup> February, 25<sup>th</sup> March, 13<sup>th</sup> April, 4<sup>th</sup> May, 27<sup>th</sup> July, 14<sup>th</sup> October, 15<sup>th</sup> November and 10<sup>th</sup> December 2016; Figure 1) and six scenes covering the two field sites in Namadgi NP (15<sup>th</sup>, 21<sup>st</sup> and 27<sup>th</sup> February and 5<sup>th</sup> 18<sup>th</sup> 25<sup>th</sup> March; Figure 2)

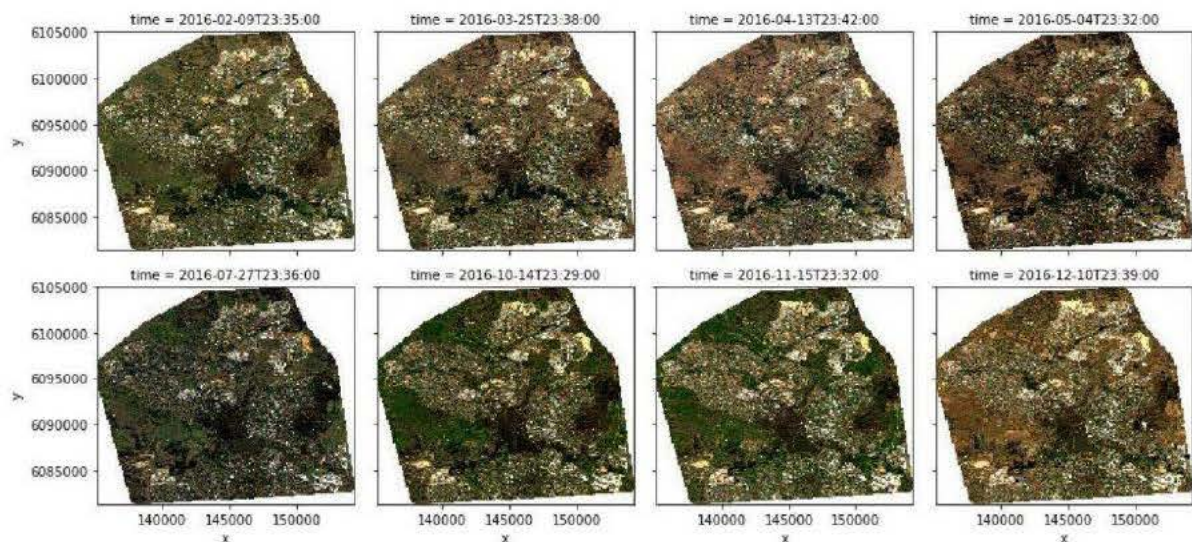


Figure 1. Spot scenes selected that covers the Coppings Crossing Road field site

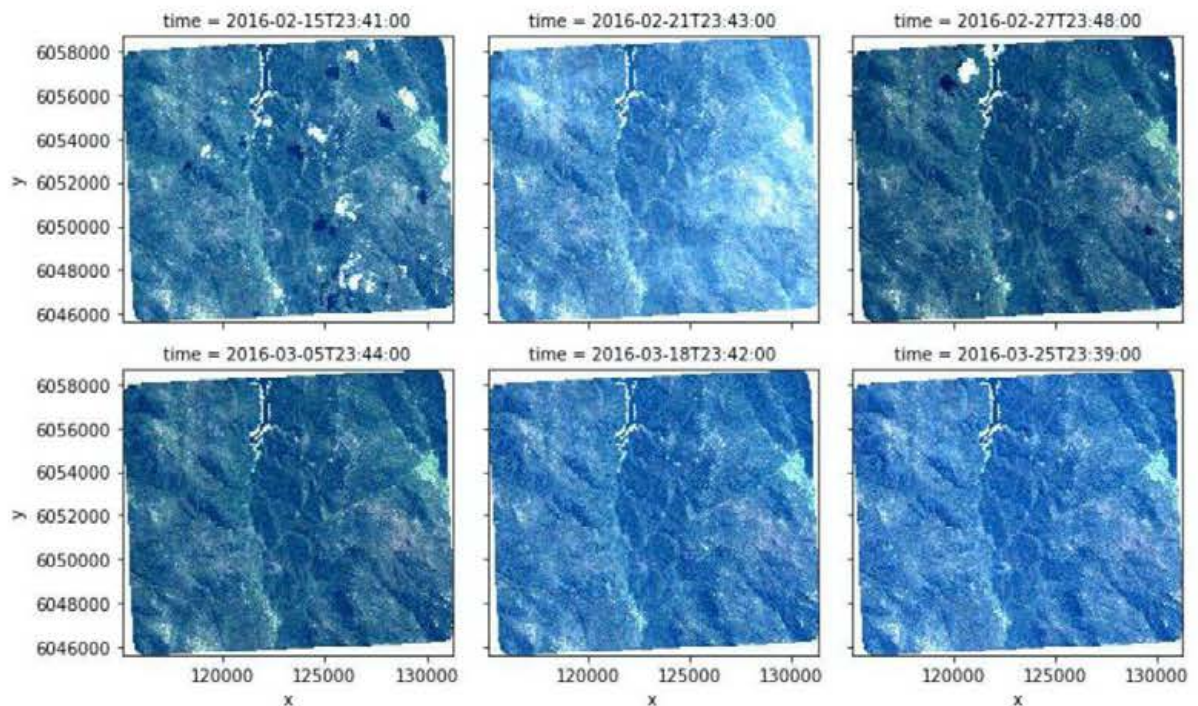


Figure 2. Spot scenes selected that covers the Namadgi NP field sites.

- 3) *Adapting Yebra et al. (under review)'s algorithm*, originally developed and implemented to derive FMC using MODIS, to SPOT imagery.
  - a) Run the radiative transfer models (RTM) to simulate a Lookup Table (LUT) of continuum spectra
  - b) Convolve the continuum spectra to SPOT spectra using the SPOT spectral response provided by AIRBUS.
  - c) Rearrange the different SPOT scenes in a single NetCDF data cube.
  
- 1) *Apply the modified version of Yebra et al. (under review)'s FMC algorithm* to the 14 scenes provide by AIRBUS and generate 14 FMC maps (see an example in figure 3). At the time this report was written one scene has been processed and is being fully evaluated. The rest of the images will be processed in January as agreed.

#### Pending activities

1. Applying the FMC algorithm to the 13 scenes that have not yet been processed.
2. *Model evaluation*. Compare field measurements with the corresponding model estimates (To be completed before the final presentation to the end user)
3. *Presenting* the results to Adam Leavesley (ACT Parks and Conservation Service). Discussion on the future opportunities for the use of this high-resolution FMC maps will be discussed, including the integration with other fuel properties derived from LiDAR to map fire risk in the WUI. (Agreed date: 12-02-2018).



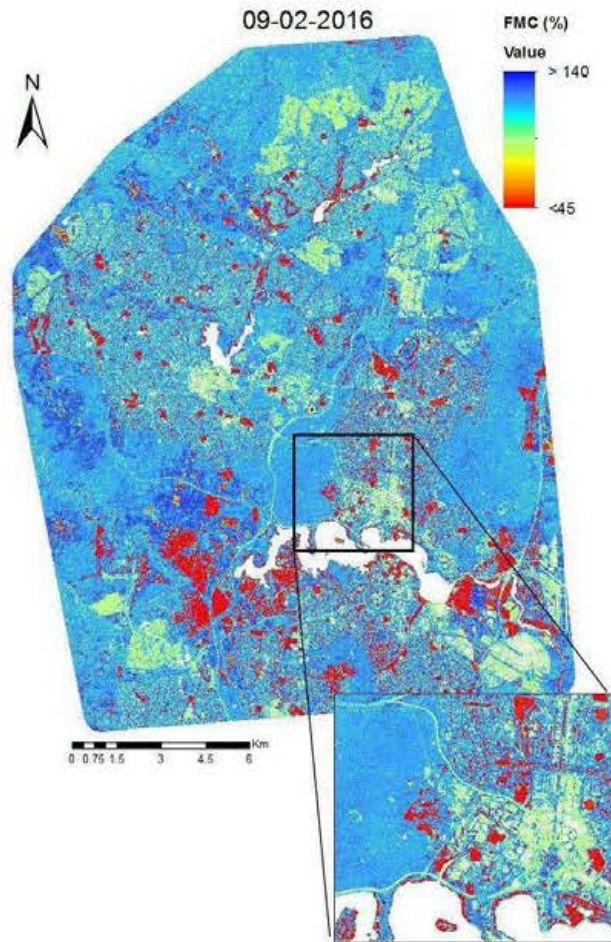


Figure 3. Example of an image of FMC for Canberra on the 09-02-2016.

**Limitations of the study:**

1. The quality of the reflectance data provided by AIRBUS has not been verified. Should this data not been properly atmospherically corrected and converted to surface reflectance the model's estimates can be erroneous.
2. Due to a lack of high-resolution information on the land cover classification for the ACT at the time the algorithm was run, all the territory was considered forest in running the FMC algorithm. This approach will have quite likely create inaccuracies of the estimates in areas dominated by grasslands. This issue can be fixed as soon as a better land cover classification map is provided.

**References:** Yebra, M. Quan, X., Riano, D., van Dijk, A. Rozas, P., Cary, G. A fuel moisture content and flammability monitoring methodology for continental Australia based on optical remote sensing. Under review at Remote Sensing of Environment.



Fund No: S6151015  
Project: artsACT and CASS - ANU Community Outreach Program  
Donor Ref:  
Chief Investigator: Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
**For the Period 01 January, 2017 to 31 December, 2017**

	<u>Current Period</u>	<u>Budget</u>
	<u>\$</u>	<u>\$</u>
<b>Unspent Balance as at 01 January, 2017</b>	154,538.67	
<b>Add</b>		
Other Income	820,269.00	985,005.00
Transfer from other	0.00	
<b>Total Income</b>	<u>820,269.00</u>	<u>985,005.00</u>
<b>Total Available Funds Before Expenditure</b>	<u>\$974,807.67</u>	<u>\$985,005.00</u>
<b>Less</b>		
Salaries & Related Costs	873,291.46	845,745.00
Equipment - Non-Capital	228.88	0.00
Utilities & Maintenance	3,269.45	25,500.00
Travel Field & Survey Expenses	3,209.55	7,000.00
Expendable Research Materials	1,567.27	4,500.00
Consultancies	49,299.87	52,829.00
Consumables	1,439.22	7,800.00
Internal Purchases	14,956.50	0.00
Other Expenses	1,404.63	22,498.00
Transfers to other	0.00	0.00
<b>Total Expenditure</b>	<u>948,666.83</u>	<u>965,872.00</u>
<b>Unspent Balance as at 31 December, 2017</b>	<u>\$26,140.84</u>	<u>\$19,133.00</u>

I certify that the above statement accurately summarises the financial records of the grant and that these records have been properly maintained so as to record accurately the Income and Expenditure of the grant.

Sch 2 2.2(a)(ii)

Chief Financial Officer  
Finance & Business Services

Fund No: S6151015 (Excluding projects)  
Project: artsACT and CASS - ANU Community Outreach Program 2014-17

Donor Ref:  
Chief Investigator: [Sch 2.2.2\(a\)\(ii\)](#)

**STATEMENT OF INCOME AND EXPENDITURE**  
For the Period 01 January, 2017 to 31 December, 2017

	Current Period \$	Budget
Unspent Balance as at 01 January, 2017	130,803.17 note 1	0.00
<b>Add</b>		
Other Income	(164,736.00) note 3	0.00
Transfer from other	33,932.83 note 2	0.00
<b>Total Income</b>	<b>(130,803.17)</b>	<b>0.00</b>
<b>Total Available Funds Before Expenditure</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Less</b>		
Salaries & Related Costs	0.00	0.00
<b>Total Expenditure</b>	<b>0.00</b>	<b>0.00</b>
<b>Unspent Balance as at 31 December, 2017</b>	<b>\$0.00</b>	<b>\$0.00</b>

note 1	2014 Acquittal Adjustment	399.58
	2015 Acquittal	130,403.59
	<b>TOTAL</b>	<b>130,803.17</b>

note 2	2016 Acquittal transferred from projects	23,735.50
	30/6/2017 Funds transferred from projects	10,197.33
		<b>33,932.83</b>

note 3	<b>Funds Returned to artsACT:</b>	
	2014 Acquittal Adjustment	399.58
	2015 Acquittal	130403.59
	2016 Acquittal	23,735.50
	30/6/2017 Estimated Balance	10,197.33
		<b>164,736.00</b>

Fund No: S615101501  
 Project: artsACT and CASS - ANU Community Outreach Program 2014-17 - Music Engagement

Donor Ref:  
 Chief Investigator: Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
 For the Period 01 January, 2017 to 31 December, 2017

	Current Period \$	Budget
Overspent Balance as at 01 January, 2017	(3,046.06) note 1	0.00
<b>Add</b>		
Other Income	241,176.00	241,176.00
Transfer from other	1,046.05 note 2	0.00
<b>Total Income</b>	<b>242,222.05</b>	<b>241,176.00</b>
<b>Total Available Funds Before Expenditure</b>	<b>\$239,175.99</b>	<b>\$241,176.00</b>
<b>Less</b>		
Salaries & Related Costs	216,698.98	190,843.00
Equipment - Non-Capital	0.00	0.00
Utilities & Maintenance	0.00	3,200.00
Travel Field & Survey Expenses	879.59	3,000.00
Consultancies	18,118.25	25,416.00
Consumables	885.00	4,500.00
Other Expenses	0.00	0.00
<b>Total Expenditure</b>	<b>236,581.82</b>	<b>226,959.00</b>
<b>Unspent Balance as at 31 December, 2017</b>	<b>\$2,594.17</b>	<b>\$14,217.00</b>

<b>note 1</b>	2016 Acquittal Balance	<b>-3,046.06</b>
<b>note 2</b>	2016 Acquittal transferred to S6151015	3,046.06
	30/6/2017 Funds transferred to S6151015	-2,000.01
		<b>1,046.05</b>

**Fund No:** S615101502  
**Project:** artsACT and CASS - ANU Community Outreach Program 2014-17 - Music Development  
**Donor Ref:**  
**Chief Investigator:** Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
**For the Period 01 January, 2017 to 31 December, 2017**

	<u>Current Period</u>	<u>Budget</u>
	\$	
Overspent Balance as at 01 January, 2017	(5,404.68) note 1	0.00
<b>Add</b>		
Other Income	216,163.00	216,163.00
Transfer from other	3,991.80 note 2	0.00
<b>Total Income</b>	<b>220,154.80</b>	<b>432,326.00</b>
<b>Total Available Funds Before Expenditure</b>	<b>\$214,750.12 note 3</b>	<b>\$432,326.00</b>
<b>Less</b>		
Salaries & Related Costs	181,872.54	206,625.00
Equipment - Non-Capital	0.00	0.00
Utilities & Maintenance	254.54	10,400.00
Travel Field & Survey Expenses	57.66	0.00
Consultancies	3,593.96	7,000.00
Consumables	25.85	1,500.00
Other Expenses	0.00	4,500.00
<b>Total Expenditure</b>	<b>185,804.55</b>	<b>454,050.00</b>
<b>Unspent Balance as at 31 December, 2017</b>	<b>\$28,945.57</b>	<b>(\$21,724.00)</b>

<b>note 1</b>	2016 Acquittal Balance	<b>-5,404.68</b>
<b>note 2</b>	2016 Acquittal transferred to S6151015 30/6/2017 Funds transferred to S6151015	5,404.68 <b>-1,412.88</b> <b>3,991.80</b>
<b>note 3</b>	Excludes 2017 Course Fees collected	<b>28,182.00</b>

Fund No: S615101503  
 Project: artsACT and CASS - ANU Community Outreach Program 2014-17 - Music for Colleges  
 Donor Ref:  
 Chief Investigator: Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
 For the Period 01 January, 2017 to 31 December, 2017

	<u>Current Period</u>	<u>Budget</u>
	\$	
Overspent Balance as at 01 January, 2017	(39,482.85) note 1	0.00
<b>Add</b>		
Other Income	294,624.00	294,624.00
Transfer from other	58,683.83 note 2	0.00
Total Income	<u>353,307.83</u>	<u>294,624.00</u>
Total Available Funds Before Expenditure	<u>\$313,824.98</u>	<u>\$294,624.00</u>
<b>Less</b>		
Salaries & Related Costs	292,713.31	277,558.00
Equipment - Non-Capital	196.74	0.00
Utilities & Maintenance	171.31	10,400.00
Consultancies	9,828.29	6,000.00
Consumables	483.67	1,500.00
Internal Purchases	1,503.50	0.00
Other Expenses	1,189.87	3,100.00
Total Expenditure	<u>306,086.69</u>	<u>298,558.00</u>
Unspent Balance as at 31 December, 2017	<u>\$7,738.29</u>	<u>(\$3,934.00)</u>

note 1	2016 Acquittal Balance	<u>-39,482.85</u>
note 2	2016 Acquittal transferred to S6151015	39,482.85
	30/6/2017 Funds transferred to S6151015	19,200.98
		<u>58,683.83</u>

**Fund No:** S615101504  
**Project:** artsACT and CASS - ANU Community Outreach Program 2014-17 - Music Student Outreach and Engagement  
**Donor Ref:**  
**Chief Investigator:** Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
**For the Period 01 January, 2017 to 31 December, 2017**

	<u>Current Period</u>	<u>Budget</u>
	<u>\$</u>	
Unspent Balance as at 01 January, 2017	28,816.68 note 1	0.00
<b>Add</b>		
Other Income	52,794.00	52,794.00
Transfer from other	(37,825.15) note 2	0.00
<b>Total Income</b>	<u>14,968.85</u>	<u>52,794.00</u>
<b>Total Available Funds Before Expenditure</b>	<u>\$43,785.53</u>	<u>\$52,794.00</u>
<b>Less</b>		
Salaries & Related Costs	42,182.47	35,519.00
Travel Field & Survey Expenses	481.95	0.00
Consultancies	10,276.43	12,000.00
Consumables	0.00	300.00
Other Expenses	0.00	100.00
<b>Total Expenditure</b>	<u>52,940.85</u>	<u>47,919.00</u>
<b>Overspent Balance as at 31 December, 2017</b>	<u>(\$9,155.32)</u>	<u>\$4,875.00</u>

<b>note 1</b>	2016 Acquittal Balance	<u>28,816.68</u>
<b>note 2</b>	2016 Acquittal transferred to S6151015	-28,816.68
	30/6/2017 Funds transferred to S6151015	-9,008.47
		<u>-37,825.15</u>

Fund No: S615101505  
 Project: artsACT and CASS - ANU Community Outreach Program 2014-17 - Visual Arts  
 Acces  
 Donor Ref:  
 Chief Investigator: Sch 2.2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
 For the Period 01 January, 2017 to 31 December, 2017

	Current Period \$	Budget
Unspent Balance as at 01 January, 2017	26.09 note 1	0.00
<b>Add</b>		
Other Income	74,660.00	0.00
Transfer from other	(27.44) note 2	0.00
<b>Total Income</b>	<b>74,632.56</b>	<b>0.00</b>
<b>Total Available Funds Before Expenditure</b>	<b>\$74,658.65</b>	<b>\$0.00</b>
<b>Less</b>		
Salaries & Related Costs	74,619.05	0.00
<b>Total Expenditure</b>	<b>74,619.05</b>	<b>0.00</b>
<b>Unspent Balance as at 31 December, 2017</b>	<b>\$39.60</b>	<b>\$0.00</b>

note 1 2016 Acquittal Balance

26.09

note 2 2016 Acquittal transferred to S6151015  
 30/6/2017 Funds transferred to S6151015

-26.09

-1.35

-27.44



**Fund No:** S615101506  
**Project:** artsACT and CASS - ANU Community Outreach Program 2014-17 - Visual Arts Community Outreach  
**Donor Ref:**  
**Chief Investigator:** Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
**For the Period 01 January, 2017 to 31 December, 2017**

	<u>Current Period</u>	<u>Budget</u>
	\$	
Unspent Balance as at 01 January, 2017	42,826.32 note 1	
<b>Add</b>		
Other Income	92,390.00	
Transfer from other	(59,801.92) note 2	
<b>Total Income</b>	<u>32,588.08</u>	<u>0.00</u>
<b>Total Available Funds Before Expenditure</b>	<u>\$75,414.40</u>	<u>\$0.00</u>
<b>Less</b>		
Salaries & Related Costs	65,205.11	
Equipment - Non-Capital	32.14	
Utilities & Maintenance	2,843.60	
Travel Field & Survey Expenses	1,790.35	
Expendable Research Materials	1,567.27	
Consultancies	7,482.94	
Consumables	44.70	
Internal Purchases	255.00	
Other Expenses	214.76	
Transfers to other	0.00	
<b>Total Expenditure</b>	<u>79,435.87</u>	<u>0.00</u>
<b>Overspent Balance as at 31 December, 2017</b>	<u>(\$4,021.47)</u>	<u>\$0.00</u>

<b>note 1</b>	2016 Acquittal Balance	<u>42,826.32</u>
<b>note 2</b>	2016 Acquittal transferred to S6151015	-42,826.32
	30/6/2017 Funds transferred to S6151015	-16,975.60
		<u>-59,801.92</u>



Fund No: S615101507  
Project: artsACT and CASS - ANU Community Outreach Program 2014-17 -  
Library Access

Donor Ref:  
Chief Investigator: Sch 2 2.2(a)(ii)

STATEMENT OF INCOME AND EXPENDITURE  
For the Period 01 January, 2017 to 31 December, 2017

	Current Period \$	Budget
	<u>                    </u>	<u>                    </u>
Unspent Balance as at 01 January, 2017	0.00	0.00
<b>Add</b>		
Other Income	13,198.00	13,198.00
Total Income	<u>13,198.00</u>	<u>13,198.00</u>
Total Available Funds Before Expenditure	<u>\$13,198.00</u>	<u>\$13,198.00</u>
<b>Less</b>		
Internal Purchases	13,198.00	13,198.00
Total Expenditure	<u>13,198.00</u>	<u>13,198.00</u>
Unspent Balance as at 31 December, 2017	<u>\$0.00</u>	<u>\$0.00</u>

Customer **Treasury & Economic Devel Directorate**  
0027245 Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Research School of Chemistry

Invoice No. 461254  
**Due Date 13/01/2018**  
**Amount Due 11,000.00 AUD**  
Invoice Date 14/12/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>ACTChiefMin final per contract</b> Project title: CBR16/1700032 MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulations ANU CI: <span style="background-color: #cccccc;">Sch 2 2.2(a)(ii)</span>	1.00		10,000.00	1,000.00	<b>11,000.00</b>
					SubTotal Ex-GST	10,000.00
					Total GST	1,000.00
					<b>Total incl. GST</b>	<b>11,000.00</b>
					<b>Amount Due</b>	<b>11,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 461254 <b>Balance Due:</b> 11,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>461254</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>461254</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

**From:** "CMBE & CPMS Research Management - Baume" <science.baume.rm@anu.edu.au>  
**Sent:** 29/01/2018 6:22 AM  
**To:** "Mpas, Chimwemwe" <Chimwemwe.Mpas@act.gov.au>; "Sch 2 2.2(a)(ii) [REDACTED]@anu.edu.au">  
**Cc:** "Chick, Brent" <Brent.Chick@act.gov.au>; "Hassett, Glen" <Glen.Hassett@act.gov.au>  
**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]  
**Attachments:** Q4601020 signed statement\_final.pdf

Hi Chimwemwe,

Please find attached the final financial report.

If you have any other questions, please let me know.

Kind regards,

Sch 2 2.2(a)(ii) [REDACTED]

Sch 2 2.2(a)(ii) [REDACTED]

Senior Research Management Officer  
Joint Colleges of Science  
The Australian National University  
Peter Baume Building, 42 Daley Road  
Canberra ACT 2601

T Sch 2 2.2(a)(ii) [REDACTED]

[Science.baume.rm@anu.edu.au](mailto:Science.baume.rm@anu.edu.au)

<http://science.anu.edu.au/>

CRICOS Provider : 00120C

---

**From:** Mpas, Chimwemwe [mailto:Chimwemwe.Mpas@act.gov.au]  
**Sent:** Monday, 29 January 2018 4:01 PM  
**To:** CMBE & CPMS Research Management - Baume <science.baume.rm@anu.edu.au>; "Sch 2 2.2(a)(ii) [REDACTED]@anu.edu.au">  
**Cc:** Chick, Brent <Brent.Chick@act.gov.au>; Hassett, Glen <Glen.Hassett@act.gov.au>  
**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Sch 2 2.2(a)(ii) [REDACTED],

Thank you for your prompt response. Neither the technical nor the financial report were provided to us.

It would be great if you could follow up on the financial report as well.

Kind regards,

Chimwemwe

**Chimwemwe Mpas** | Senior Officer, Investment and Enterprise Development – Innovate Canberra  
Phone: (02) 6207 5843 | Fax: (02) 6207 0033  
Chief Minister, Treasury and Economic Development Directorate  
Nara Centre | GPO Box 158 Canberra ACT 2601

[Website](#) | [Twitter](#) | [Facebook](#) | [Blog](#)



---

**From:** CMBE & CPMS Research Management - Baume [<mailto:science.baume.rm@anu.edu.au>]  
**Sent:** Monday, 29 January 2018 3:58 PM  
**To:** Mpas, Chimwemwe <[Chimwemwe.Mpas@act.gov.au](mailto:Chimwemwe.Mpas@act.gov.au)>; Sch 2 2.2(a)(ii) @anu.edu.au  
**Cc:** Chick, Brent <[Brent.Chick@act.gov.au](mailto:Brent.Chick@act.gov.au)>; Hassett, Glen <[Glen.Hassett@act.gov.au](mailto:Glen.Hassett@act.gov.au)>  
**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Dear Chimwemwe,

Thank you for your email.

I was under the impression that the technical report has been submitted to you by Sch 2 2.2(a)(ii). My apologies if this is incorrect. Please find the technical report attached.

As for the acquittal report, can you please confirm if you've received this from our Finance Office?

Kind regards,

Sch 2 2.2(a)(ii)

Sch 2 2.2(a)(ii)

Senior Research Management Officer  
Joint Colleges of Science  
The Australian National University  
Peter Baume Building, 42 Daley Road  
Canberra ACT 2601

T Sch 2 2.2(a)(ii)

[Science.baume.rm@anu.edu.au](mailto:Science.baume.rm@anu.edu.au)

<http://science.anu.edu.au/>

CRICOS Provider : 00120C

---

**From:** Mpas, Chimwemwe [<mailto:Chimwemwe.Mpas@act.gov.au>]  
**Sent:** Monday, 29 January 2018 3:49 PM  
**To:** Sch 2 2.2(a)(ii) @anu.edu.au; CMBE & CPMS Research Management - Baume <[science.baume.rm@anu.edu.au](mailto:science.baume.rm@anu.edu.au)>  
**Cc:** Chick, Brent <[Brent.Chick@act.gov.au](mailto:Brent.Chick@act.gov.au)>; Hassett, Glen <[Glen.Hassett@act.gov.au](mailto:Glen.Hassett@act.gov.au)>  
**Subject:** RE: CBR IDF Project - MD Box Deed of Grant [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]  
**Importance:** High

Hi Sch 2 2.2(a)(ii)

We have received an invoice seeking final milestone payment for the project -CBR 16/170032 MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulations.

As we discussed at our meeting in December, the milestone that is associated with this payment has not been provided to us yet.

I recall that at the meeting you indicated that the technical report was ready and with the grants office that would prepare the financial part of the report.

Would you please arrange to have this milestone report delivered to us so that we can proceed with the processing of this invoice?

Kind regards,

Chimwemwe

**Chimwemwe Mpaso** | Senior Officer, Investment and Enterprise Development – Innovate Canberra

Phone: (02) 6207 5843 | Fax: (02) 6207 0033

Chief Minister, Treasury and Economic Development Directorate

Nara Centre | GPO Box 158 Canberra ACT 2601

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College of Science / Res Sch of Chemistry

Contact Officer: Sch 2 2.2(a)(ii)  
Telephone: [REDACTED]  
Email: [research.accounting@anu.edu.au](mailto:research.accounting@anu.edu.au)  
Our Reference: Q4601020  
Your Reference: CBR16/1700032

Innocate Canberra  
Chief Minister, Treasury and Economic Development Directorate  
GPO Box 158  
CANBERRA ACT 2601

Dear Sir/ Madam

**Re: ACT Chief Minister, Treasury and Economic Development Directorate - MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulation**

Sch 2 2.2(a)(ii)

A Certified Statement of Income and Expenditure for the period 01 April, 2017 to 30 September, 2017 is attached.

Yours faithfully

Sch 2 2.2(a)(ii)

Senior Finance Manager  
Research Accounting

Date: 8/12/17



Fund No: Q4601020  
Project: ACT Chief Minister, Treasury and Economic Development Directorate - MD  
Box: A Cloud based repository and analysis toolkit for molecular dynamics simulation  
Donor Ref: CBR16/1700032  
Chief Investigator: Sch 2 2.2(a)(ii)

**STATEMENT OF INCOME AND EXPENDITURE**  
For the Period 01 April, 2017 to 30 September, 2017

	<u>Current Period</u>
	<u>\$</u>
Unspent Balance as at 01 April, 2017	5,793.64
<b>Add</b>	
Other Income	40,000.00
Total Income	<u>40,000.00</u>
Total Available Funds Before Expenditure	<u>\$45,793.64</u>
<b>Less</b>	
Salaries & Related Costs	55,793.64
Total Expenditure	<u>55,793.64</u>
Overspent Balance as at 30 September, 2017	<u>(\$10,000.00)</u>

I certify that the above statement accurately summarises the financial records of the grant and that these records have been properly maintained so as to record accurately the Income and Expenditure of the grant.

Sch 2 2.2(a)(ii)

Senior Finance Manager  
Research Accounting

8/12/17





Australian  
National  
University

Accounts Receivable  
Financial & Business Services  
Chancery Building 10C  
The Australian National University  
Acton ACT 2601  
Australia

Phone: 02 6125 8721  
Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Customer 0027245  
**Treasury & Economic Devel Directorate**  
Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

**Research School of Chemistry**

Invoice No. 461254  
Due Date 13/01/2018  
Amount Due 11,000.00 AUD  
Invoice Date 14/12/2017  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

*Attn: Lena Desyatnykova*

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>ACTChiefMin final per contract</b> Project title: CBR16/1700032 MD Box: A Cloud based repository and analysis toolkit for molecular dynamics simulations ANU CI: <span style="background-color: #cccccc;">Sch 2 2.2(a)(ii)</span>	1.00		10,000.00	1,000.00	11,000.00

SubTotal Ex-GST	10,000.00
Total GST	1,000.00
<b>Total incl. GST</b>	<b>11,000.00</b>
<b>Amount Due</b>	<b>11,000.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 461254 <b>Balance Due:</b> 11,000.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select Debtor Invoice, Enter 461254
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> 461254 and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

Customer **Treasury & Economic Devel Directorate**  
0027245 Glen Hassett  
Innovate Canberra, Chief Minister  
Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601  
Australia

## Tax Invoice

### Res Sch Astronomy & Astrophys

Invoice No. 462581  
**Due Date 07/04/2018**  
**Amount Due 27,500.00 AUD**  
Invoice Date 08/03/2018  
Page 1 of 1  
Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	<b>On receipt of final report</b> CBR16/1700035 - From Sensors to Solutions: Leveraging Existing Earth Observation from Space Capability and Infrastructure in the ACT to grow the Space Economy	1.00		25,000.00	2,500.00	<b>27,500.00</b>

ANU Contact: [Sch 2.2.2\(a\)\(ii\)](#)  
ANU Reference: S35040N4

Final invoice on receipt of the final report

SubTotal Ex-GST	25,000.00
Total GST	2,500.00
<b>Total incl. GST</b>	<b>27,500.00</b>
<b>Amount Due</b>	<b>27,500.00 AUD</b>

<b>Payment Instruction</b>	<b>Customer ID:</b> 0027245 <b>Invoice No:</b> 462581 <b>Balance Due:</b> 27,500.00 AUD
<b>Credit Card</b> (MasterCard or Visa Only)	Visit <a href="http://onestop.anu.edu.au/">http://onestop.anu.edu.au/</a> , Select <b>Debtor Invoice</b> , Enter <b>462581</b>
<b>Direct Deposit</b>	<b>Bank:</b> National Australia Bank, Canberra Office - Civic Square ACT <b>Account Name:</b> ANU General Account <b>BSB:</b> 082-902 <b>Account:</b> 674507553 <b>SWIFT Code:</b> NATAAU3302S for overseas payments <b>Reference:</b> <b>462581</b> and email remittance advice to <a href="mailto:bank.rec@anu.edu.au">bank.rec@anu.edu.au</a>

**From:** "Chick, Brent"

**Sent:** 29/03/2018 4:12 AM

Sch 2 2.2(a)(ii) @anu.edu.au>

**Cc:** "Mpaso, Chimwemwe" <Chimwemwe.Mpaso@act.gov.au>; "Hartley, Laura" <Laura.Hartley@act.gov.au>

**Subject:** MeriSTEM CBR Innovation Development Fund project [SEC=UNCLASSIFIED]

**Attachments:** Variation of Deed of Grant for MeriSTEM-signed GH.pdf, MeriSTEM ACT Deed of Grant 2016-17.pdf

Hi Sch 2 2.2(a)(ii)

I have taken over the administration of the program that has funded the MeriSTEM project. Our records indicate that the revised grant period for your project expired 31 December 2017 and there is still a payment of \$10,000 + GST outstanding. Are you able to provide an update on when we can expect the report and financial information, in line with Schedule 2 Item 6, to be completed/submitted?

Please do not hesitate to contact me on the number below if you wish to discuss.

Regards

Brent Chick | Senior Officer

Phone: 6207 7215 | 0431 133 190

Innovate Canberra | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Nara Centre | GPO Box 158 Canberra City ACT 2601 | [www.business.act.gov.au](http://www.business.act.gov.au)



## VARIATION OF DEED OF GRANT FOR MERISTEM

### BETWEEN:

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) ("Territory") represented by the Chief Minister, Treasury and Economic Development Directorate.

### AND:

**AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of Acton, ACT 2601 ("Recipient").

**DATE OF DEED:** 16 SEPTEMBER 2016

### WHEREAS:

- A. The Territory and the Recipient executed a Deed of Grant ("Deed") on 16 September 2016 in relation to the delivery of the MeriSTEM Project.
- B. Clause 14 provides for the Agreement to be amended or varied by mutual agreement of the parties in writing.
- C. The parties have agreed to extend the grant period of this Deed of Grant in accordance with the terms of this Variation Agreement.

### NOW IT IS AGREED AS FOLLOWS:

1. The following provision in Schedule 1 of the Deed of Grant is amended so as to extend the Grant Period for a further six months commencing 1 July 2017.


**Item 1: Grant Period:** *From the Date of this Deed to 31 December 2017*

**EXECUTED AS A VARIATION TO THE DEED OF GRANT AGREEMENT ON  
23rd JUNE 2017**

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** )  
by )

Glen Hassett )  
\_\_\_\_\_  
PRINT FULL NAME )

in the presence of: )

  
.....  
Signature of Witness

Debbie Hilton  
.....  
Name of Witness




.....  
Signature of Territory Delegate

**SIGNED** for and on behalf of )  
**AUSTRALIAN NATIONAL** )  
**UNIVERSITY** )  
**ABN: 52 234 063 906** )  
by )

in the presence of:  
**Sch 2 2.2(a)(ii)**  
.....  
Signature of Witness

**Sch 2 2.2(a)(ii)**  
.....  
Name of Witness

  
.....  
Signature of Director/Authorised Person