



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated

16 September 2016

Parties

AUSTRALIAN CAPITAL TERRITORY

**THE AUSTRALIAN NATIONAL
UNIVERSITY**

ABN: 52 234 063 906

Activity

DELIVERY OF MERISTEM PROJECT

Prepared by

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

Version

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 MeriSTEM Project.
 - 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

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: \$55,000 (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.
\$44,000.00	On commencement of this Deed.
\$11,000.00	On completion of resources for five semesters of material in college STEM subjects.

- (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** The Recipient is required to submit reports as follows:
3. **Acquittal**
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

Item 4.	Contact Officers <i>See clauses 1.1 and 15.8</i>	<p>For the Territory:</p> <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: Glen.Hassett@act.gov.au</p> <p>For the Recipient:</p> <p>Sch 2 2.2(a)(ii) Project Officer Physics Education Centre, The Australian National University Building 38a, Science Road ACTON ACT 2601</p> <p>Ph: Sch 2 2.2(a)(ii) Email: Sch 2 2.2(a)(ii)@anu.edu.au</p>
Item 5.	Form of Acknowledgement <i>See clause 8.1</i>	<p>“MeriSTEM is supported by the ACT Government”</p> <p>Together with the Australian Capital Territory logo as detailed and in accordance with the parameters for use set out at:</p> <p>http://shareservices/actgovt/branding/logos.html</p>
Item 6.	Recipient’s Insurance <i>See clause 10.1</i>	<p>(1) Public liability insurance: \$10 million (in respect of each claim).</p> <p>(2) Other insurance: not used.</p>

SCHEDULE 2

The Funded Activity

The Funded Activity, MeriSTEM, will produce modular, secondary-level classroom materials to enable the use of the flipped classroom methodology in Science, Technology, Engineering and Mathematics (STEM) subjects. Through collaboration with the ACT secondary education community, the Funded Activity will produce high quality materials that free teachers to innovate in the classroom, and improve student's ability to innovate outside the classroom. The cost of preparing these materials is often prohibitive for individual teachers.

The overall goal of the Funded Activity is to foster an enduring culture of innovation and curiosity through drastic improvement in secondary STEM education, both in the ACT and throughout Australia. The goal is to produce materials that are state-curriculum compliant for STEM subjects from Year 9 to Year 12 that will encourage the uptake of and improve secondary students' education in STEM subjects; and produce workers and tertiary students who are better prepared for work in STEM fields – a growing job sector that is integral to the innovation ecosystem.

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

Item 1 Production of quality educational materials

- (a) Year 11 and 12 physics National Curriculum/IB (both of which are taught in the ACT) materials developed and in use by teachers.
- (b) Development of senior maths, chemistry and biology materials pending levels of external involvement and funding. The existing physics materials will also be expanded and reorganised to comply with other state-specific curricula
- (c) ACT teachers engaged to contribute their existing educational materials, recorded content videos, and consulted on the direction of MeriSTEM.

Item 2 Collaboration

- (a) MeriSTEM enters discussions with Canberra start-ups, initiatives and businesses about possible collaborations

Item 3 Deployment

- (a) Material is used in the initial deployment phase by participating teachers and classes, with the material adjusted according to teacher/student feedback.

Item 4 Evaluating the impact of MeriSTEM

- (a) Collection of aggregate data regarding student performance on assessment.
- (b) Comparing assessment performance of student cohorts which have used MeriSTEM to those which have not. A quantitative analysis of MeriSTEM's educational outcomes will then be undertaken.
- (c) Measurement of the degree of uptake across the ACT (and eventually nationally) beyond the deployment phase.

Item 5 Leverage of funding from other funding sources

- (a) Explore other future funding sources including the federal government, state governments etc for extending MeriSTEM's offering to as many students as possible.

Item 6 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 -5 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 7).

Item 7 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
Item 1 (a)	Number of Year 11/12 Physics ACT classes taught with MeriSTEM [number]	5	8	13
Item 1 (b)	Total number of senior STEM semester-subjects produced [number]	4	2	6
Item 1(c)	Log of teacher input and meetings with teachers [number]	1	1	2
Item 2 (a)	Log of Canberra businesses/startups approached and actions taken[number]	1	1	2
Item 3 (a)	Log of feedback received and actions taken [number]	1	1	2
Item 4 (a)	Number of classes for which aggregate data was obtained [number]	5	8	13
Item 4 (b)	Written report on quantitative analysis comparing aggregate performance [number]	0	1	1
Item 4 (c)	Summary of degree of uptake in terms of number of students reached, number of classes using, and predicted future use [number]	0	1	1
Item 5 (a)	Number of funding applications submitted [number]	2	2	4
Item 6 (a)	Written Progress reports [number]	1	1	2
Item 6 (b)	Written Financial reports [number]	1	1	2
Item 6 (c)	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 16th September 2016

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

) Jan Cox
)
) Signature of Territory delegate

in the presence of:

[Signature]
.....
Signature of witness

Jan Cox
.....
Print name

Ellis Maher
.....
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:

) 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

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

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



From: [Sch 2 2.2(a)(ii)]@anu.edu.au>
Sent: 02/05/2018 6:47 PM
To: "Kelly, Sean" <Sean.Kelly@act.gov.au>; "Geoff Keogh (geoff.keogh"@act.gov.au" <"Geoff Keogh (geoff.keogh"@act.gov.au)>
Cc: [Sch 2 2.2(a)(ii)]@anu.edu.au>; [Sch 2 2.2(a)(ii)]@anu.edu.au>
Subject: Revised budget and work plan for CEAT KCA proposal
Attachments: Revised budget for KCA application - CEAT.pdf

Dear Geoff and Sean

Please find attached a revised budget and work plan for our proposed ACT Centre for Entrepreneurial Agritechnology.

We would very much welcome a discussion and annotation of any areas you have concerns.

All the best

[Redacted]

--

[Sch 2 2.2(a)(ii)]
Professor
Head, Division of Plant Sciences

ARC Centre of Excellence in Plant Energy Biology
Division of Plant Sciences, Research School of Biology
Australian National University
Canberra, 2601, ACT
Australia

Web: [Sch 2 2.2(a)(ii)]
Phone: [Sch 2 2.2(a)(ii)]
Email: [Sch 2 2.2(a)(ii)]@anu.edu.au

Section Editor - Environment, New Phytologist
<http://www.newphytologist.org/sections/index/2>

Wednesday, 02 May 2018

Dear Geoff

Further to your email of Monday 23rd, below is a summary of the amendments to the CEAT proposal in light of the enhanced support available from ACT Government. I hope you will see that this reflects a ramp up in the CEAT establishment and operational processes that offers increased support for regional agri-technology development. Some timelines have been shortened, and additionally there has been increased resource allocation some areas. I confirm that this revised plan also commits the ANU matching funding within the initial 12 month period.

In order to achieve the above, we propose the following shifts in activity focus:

- Fast-track search and appointment of the CEAT Centre Director
- Immediate engagement of a person as a Primary Producer Liaison Manager (0.5FTE), also available as an entrepreneurial technology scout within ANU and CSIRO.
- Fast-track refurbishment of the Gould building to realise the CEAT NAESP physical location
- Incorporate a Marketing and Communication Manager into CEAT staffing structure, and in advance of that position being filled work with an external agency to develop the CEAT brand and base line promotional materials.
- Invest and participate in a range of local, national and international agri-tech conferences and expos, and in particular to support Team Canberra pitch approaches (e.g. Aus AgTech and Food Tech Summit Summit, 2018, Melbourne).
- Ramp up consultation with regional and agri-tech interests, e.g the Canberra Region Joint Organisation (CBRJO) a range of primary industries across eight shires—to develop and validate industry relationships and requirements of CEAT.
- Organise and run a CEAT Agri-tech Regional Futures Consultation Forum.
- Partner with CBRIN and CSIRO programs and networks to kick start a rolling series of forums and workshops to expose researchers and students to the possibilities and the value of entrepreneurial skills and industry experiences.
- Map NAESP capability against industry needs to form interdisciplinary think tanks capable of rapid response to industry needs (Primary Producer liaison will contribute to this)
- Meet with Cicada and SproutX to work through ways they can resource and value add to CEAT activities
- Form stakeholder working parties to drive industry engagement, staff recruitment, marketing and translation.
- Work hard to leverage the ACT government's investment by achieving further investment by RDCs, industry bodies and project funding opportunities that align with CEAT goals.

On the next page, we detail a revised budget that would resource the above work plan.

Yours sincerely

Sch 2 2.2(a)(ii)

Revised Budget

Rationale for Changes in Centre Staffing

- Director now more senior leadership: vision & strategy.
 - Our view is that to attract the right person to drive rapid growth of CEAT, we need to offer a higher level of appointment (ANU SM3-5 level, rather than the previously state SM1 level).
- Enhanced industry engagement, through new roles and at higher FTE than initial application
 - Industry (Producer) liaison
 - This has become necessary due to accelerated interest for investment by the MLA Donor Company.
 - Cluster Manager 1 (Relationship focus)
 - Creating external relationships with industry organizations with the view of them investing and partnering with NAESP stakeholders
 - Cluster Manager 2 (Transactional focus)
 - Improvement of relationships between on-site industry partners and NAESP stakeholders in the context of CEAT objectives and vision
- Enhanced/earlier support for Program support and development through:
 - Program Manager
 - Placements, secondments and similar that enable a two way exchange between NAESP stakeholders and industry
- Dedicated Marketing/Communications Manager
 - CEAT promotion & strategic BD support to Director; strategically contributes to investment opportunities
- Enhanced Program placement budget \$100K to address specific issue of release funds to support personnel to attend intensive start-up support programs (e.g. GrowLab), and/or be seconded into or from industry.

CEAT Year 1 Revised Projected Budget

Item	Expenditure	Value (\$'000)
1	CEAT Director (0.75 FTE) - (SM3-5)	165
2	Admin support (0.6 FTE) - Level 6	60
3	Marketing & Communications Manager (0.5 FTE) - Level 8	70
4	Industry Producer Liaison Manager (0.5 FTE) - Level 8	90
5	Cluster Manager - Business Development (0.5 FTE) Level 8	70
6	Cluster Manager - Transactional (0.5 FTE) Level 8	70
7	Program Placements Manager - (0.5 FTE) Level 8	70
8	CSIRO-ANU inter-program mentoring	120
9	Marketing materials	50
10	Travel and consultation with industry	35
11	Scholarships for industry internships and placements	100
12	Workshops and courses	20
13	International events/symposia	40
14	Operational expenses	30
15	CEAT Building refurbishment (top floor, Gould Building)	100
16	ANU Building space, utilities and depreciation	150
Total expenditure		1240
Totals		
	KCA 2018/19 investment	500
	ANU expenditure - cash	470
	ANU expenditure - in kind	150
	CSIRO - in kind	120
	Grand Total	1240

See notes on next page

Revised budget notes

Item	Notes
1-7	See notes in Revised budget document sent to ACT Govt 2nd May 2018
8	CSIRO will devote staff time and resources to ensure the resources of the ON program are targeted to the agri-tech area within the NAE SP, and will contribute to organization and resourcing of workshops,
9	Developing the CEAT brand (regionally/nationally/ internationally), producing CEAT prospectus promotional materials, and web presence
10	For developing industry partnerships and placements across Australia and the Asia-Pacific region
11	For post-graduate students (MSc and PhD) to gain exposure to the nature of industry work and the challenges in developing feasible solutions to agri-tech issues
12	Industry workshops /courses on issues such as challenges, technique development, skill sets, future directions in agri-tech, business practice. Courses to be shaped by inputs from the industry advisory board
13	Events to take place in the NAESP, attracting and partnering with international and national stakeholders (incl. agri-tech businesses, other agri-tech hubs/research institutes) and investment capitalists
14	Stationary/printing, telecommunications, IT support/hardware
15	Refurbishment of Gould Building, using ANU cash support
16	ANU in-kind support for access and use of Gould Building

Final note – ANU has agreed to forgo charging overheads on the ACT Govt 2018-2019 KCA investment in CEAT

Original Year 1 (2018-2019) deliverables (as outlined in the 2018-2019 KCA application)

- CEAT is launched – major full day event for stakeholders that showcased capacity and vision and attracted significant media coverage.
- Governance and Industry Steering committees are formed, members have been appointed and there have been two meetings of Governance Board and three meetings of Industry Steering Committee.
- CEAT director, and staff are successfully recruited and have established CEAT and operationalised its three program areas.
- The CEAT brand has been developed and promotional materials and website have been produced.
- Operational details and legal frameworks for industry partners have been formulated and implemented.
- CEAT Director and Cluster Manager have undertaken a regional outreach program to introduce CEAT and its programs to:
 - local industry and agricultural bodies
 - other educational and training providers
 - other innovation hubs and incubators
- CEAT Director and Cluster Manager have undertaken two visits to Singapore and to New Zealand (e.g. Nanyang Technological University, CSIRO's Singapore office, research organizations in New Zealand) to establish links with agri-tech industries and to promote our new masters programs in this domain.
- CEAT Director, with support of RSB and Fenner School Directors has successfully negotiated project contracts and investment with several Rural R&D corporations that involve placements in industry, entrepreneurial training and build capability and industry-relevant outcomes.
- CEAT has conducted 17 workshops:

- Five CEAT Agri-tech Career Conversations (PG students, ECRs and Post docs)
- Six capability development-industry interface workshops (e.g. application of omic technologies for agriculture; hyperspectral visualisation of crop health/performance; advances in controlled environment technology)
- Two international industry-related symposia (e.g. vertical agriculture; agri-tech policy interface)
- Four agri-tech problem-addressing workshops in response to industry identified issues
- Three SMEs became Innovation Hub partners.
- A comprehensive program of entrepreneurial events and training has been undertaken in partnership with CSIRO's On Accelerate, Cicada Innovations and CBR Innovation Network.
- Eight researchers have completed entrepreneurial training.
- The industry placements framework for Masters and PhD students has been developed.
- Initial 10 placement opportunities established for Semester 2, 2019.
- CEAT Year 1 performance evaluation has been conducted and published.



College of Science / Res Sch Astronomy & Astrophysi

Contact Officer: Sch 2 2.2(a)(ii)
Telephone: Sch 2 2.2(a)(ii)
Email: research.accounting@anu.edu.au
Our Reference: S35040N4
Your Reference: CBR16/1700035

Australian Capital Territory
Represented by the Chief Minister, Treasury and Economic Development Directorate

Dear Sir/ Madam

**Re: ACT Gov - From Sensors to Solutions: Leveraging Existing Earth Observation from Space
Capability and Infrastructure**

Sch 2 2.2(a)(ii)

A Certified Statement of Income and Expenditure for the period 01 January, 2017 to 31 December, 2017 is attached.

Yours faithfully

Sch 2 2.2(a)(ii)

Senior Finance Manager
Research Accounting

Date: 7/6/18



Fund No: Consolidation of S35040N4 & S30100A1
Project: ACT Gov - From Sensors to Solutions: Leveraging Existing Earth Observation from Space Capability and Infrastructure
Donor Ref: CBR16/1700035
Chief Investigator: Sch 2 2.2(a)(ii)

STATEMENT OF INCOME AND EXPENDITURE
For the Period 01 January, 2017 to 31 December, 2017

	Total
	\$
Unspent Balance as at 01 January, 2017	0.00
Add	
Other Income	175,000.00
Total Income	175,000.00
Total Available Funds Before Expenditure	\$175,000.00
Less	
Salaries & Related Costs	107,198.33
Travel Field & Survey Expenses	1,758.29
Consumables	289.34
Contributions	50,000.00
Consultancies	40,000.00
Other Expenses	754.04
Total Expenditure	200,000.00
Overspent Balance as at 31 December, 2017	(\$25,000.00)

Contribution to Partners					
	CSIRO	UNSW	CBRIN	AIRBUS	Total
Funding Income	40,000	10,000	10,000	30,000	90,000
Total Income	40,000	10,000	10,000	30,000	90,000
Less					
Salaries	31,218	10,000			41,218
Travel	1,045				1,045
Overheads	7,737				7,737
Consultancy			10,000	30,000	40,000
Total Expenditures	40,000	10,000	10,000	30,000	90,000
Balance	0	0	0	0	0

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.

[Redacted Signature]
 Senior Finance Manager
 Research Accounting

College of Science / Res Sch Astronomy & Astrophysi

Contact Officer: Sch 2 2.2(a)(ii)
Telephone: Sch 2 2.2(a)(ii)
Email: research.accounting@anu.edu.au
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Consultancy			10,000	30,000	40,000
Total Expenditures	40,000	10,000	10,000	30,000	90,000
Balance	0	0	0	0	0

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

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	On receipt of final report 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	27,500.00

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
Total incl. GST	27,500.00
Amount Due	27,500.00 AUD

Payment Instruction	Customer ID: 0027245 Invoice No: 462581 Balance Due: 27,500.00 AUD
Credit Card (MasterCard or Visa Only)	Visit http://onestop.anu.edu.au/ , Select Debtor Invoice , Enter 462581
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: 462581 and email remittance advice to bank.rec@anu.edu.au



DEED OF GRANT

Dated 15 June 2018

Parties

AUSTRALIAN CAPITAL TERRITORY

THE AUSTRALIAN NATIONAL UNIVERSITY
ABN 52 234 063 906

Prepared by

**ESTABLISHMENT OF THE ACT
CENTRE FOR ENTREPRENEURIAL
AGRI-TECHNOLOGY**

ACT Government Solicitor
Level 5, 12 Moore Street
Canberra ACT 2601
Ref: NE:634445

Version June 2018

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

THE AUSTRALIAN NATIONAL UNIVERSITY, ABN 52 234 063 906 of Acton, ACT 2600 (**Recipient**).

BACKGROUND

- A. The Recipient has 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 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:

CEAT means the ACT Centre for Entrepreneurial Agri-Technology, established by the Recipient as part of the Funded Activity.

Confidential Information means the kind of information that:

- (1) is by its nature confidential or by the circumstances in which it is disclosed, confidential;
- (2) is notified (whether in writing or not) by one Party to the other as being confidential; or
- (3) is Personal Information,

but does not include information that:

- (4) is or becomes public knowledge other than by breach of this Deed;
- (5) has been independently developed or acquired by the disclosing Party not in connection with this Deed; or
- (6) has been notified by one Party to the other as not being confidential.

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 reports, documents, information or other records created, written or otherwise brought into existence by the Recipient as part of, or for the purpose of the Funded Activity, including all reports (whether in draft or final form), documents, information and data stored by any means. For the avoidance of doubt, this does not include material arising out of the use of the ACT Centre for Entrepreneurial Agri-Technology such as research findings or reports.
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 <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insolvency Event	means: <ul style="list-style-type: none"> (1) in respect of a natural person: <ul style="list-style-type: none"> (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i> (Cth); or (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or (2) in respect of all other entities: <ul style="list-style-type: none"> (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the <i>Corporations Act 2001</i> (Cth) occur in respect of the entity; or (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the: <ul style="list-style-type: none"> (i) insolvency;

- (ii) winding up; or
- (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,

of the entity.

For the purpose of subparagraph (2)(a), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

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 Contact Officer.

Personal Information

means personal information as defined in section 8 of the *Information Privacy Act 2014* (ACT), namely, information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (1) whether the information is true or not; and
- (2) whether the information or opinion is recorded in a material form or not,

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT)) about the individual.

Special Condition

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

Territory

means when used:

- (1) in a geographical sense, the Australian Capital Territory; and
- (2) in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-*

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" include 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 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) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word "include" and any derivation is not to be construed as a word of limitation.

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. For the avoidance of doubt, the parties acknowledge and agree that the CEAT will continue to operate beyond the Grant Period.

3. Recipient Contribution

During the Grant Period, the Recipient must provide:

- (1) a cash contribution of \$500,000 (GST exclusive) for the establishment and continuing operation of the CEAT; and

- (2) an in-kind contribution to the value of \$150,000 in building space, utility costs and depreciation.

4. Grant Period

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

5. Separate accounting for Grant

5.1 Separately account for Grant

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

5.2 Bank account

If required under **Item 7 Schedule 1**, 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.and
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

6. 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.

7. Records

7.1 Obligation to keep records

The Recipient must:

- (1) keep financial accounts and other records in compliance with applicable laws, that:
 - (a) detail and document the conduct and management of the Funded Activity;
 - (b) identify the receipt and expenditure of the Grant separately within the Recipient's accounts and records so that at all times the Grant is identifiable;

- (c) enable all receipts and payments related to the Funded Activity to be identified and reported in accordance with this Deed; and
- (2) 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.

7.2 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 7.2(1); and
 - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

7.3 Territory's Auditor-General

Any of the Territory's rights under this clause 7 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.

8. Reporting of progress and expenditure

8.1 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**.

8.2 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.

9. Acknowledgement of Funding

9.1 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.

9.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in clause 9.1(2), promptly provide to the Territory:
 - (a) if required under **Item 8 Schedule 1**, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing;
 - (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.

10. Intellectual Property Rights

10.1 Ownership of Grant Material

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

10.2 Licence to Territory

The 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.

11. Insurance and Indemnity

11.1 Recipient's insurance

The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified by **Item 4 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.

11.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability 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.

12. Termination of Grant

12.1 Default

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

- (1) is the subject of an Insolvency Event;
- (2) fails to undertake the Funded Activity diligently and in a timely manner, having regard to any timeframes specified in this Deed; or
- (3) is in 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.

12.2 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 13; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

12.3 No prejudice

Nothing in this clause 12 prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

13. Refund of Grant

13.1 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.

13.2 Meaning of unacquitted funds

For the purposes of clause 13.1, the Grant remains unacquitted if it:

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

14. Dispute Resolution

- (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 mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

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

15. Variation

15.1 Variation to Funded Activity

The Recipient must notify the Territory of any proposed change to the Funded Activity, including:

- (1) the Funded Activity, its objectives, outcomes or work programs; or
- (2) 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.

15.2 Variation to Deed

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

16. Confidentiality

- (1) Except as provided in this Deed, a Party (disclosing party) must not disclose Confidential Information to any person, nor deal with the Confidential Information in any way except for the purpose of this Deed, without the prior written consent of the other Party except to the extent that the Confidential Information is:
 - (a) required or authorised to be disclosed by law;
 - (b) disclosed to the disclosing party's solicitors, auditors, insurers or advisers provided that any such solicitor, auditor, adviser or insurer is subject to a legal or professional obligation to maintain the confidentiality of the information disclosed;
 - (c) generally available to the public; or
 - (d) in the possession of the disclosing party without restriction in relation to disclosure before the date of receipt from the other Party.
- (2) Each Party must:
 - (a) use Confidential Information held in connection with this Deed only for the purposes of fulfilling its obligations under this Deed;
 - (b) take all reasonable measures to ensure that Confidential Information accessed or held by it in connection with this Deed is protected against loss, unauthorised access, use, modification, disclosure or other misuse

in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Confidential Information;

- (c) do all things necessary to ensure that Confidential Information accessible to its personnel by virtue of the performance of this Deed is not accessed, published or communicated in any way, including imposing upon its personnel obligations of confidentiality with respect to Confidential Information; and
- (d) notify the other Party immediately if it becomes aware that a disclosure of Confidential Information is required by law, or an unauthorised disclosure of Confidential Information has occurred.

17. General

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 Compliance with laws and governing law

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. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

17.8 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 whichever of the following occurs first:
 - (a) the other party's acknowledgment of receipt by any means,
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
 - (c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

17.9 Forms and statements

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

17.10 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.

17.11 Survival of clauses

Clauses 7, 8.1, 10.2, 11.2 and 13 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 12 June 2018 until 30 June 2019.
- Item 2. Grant**
See clauses 1.1 and 2.1
- (3) Grant: \$550,000 (GST Inclusive)
- (4) The Grant is payable as a lump sum. An Invoice may be rendered on or after the date of this Deed.
- (5) 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 7.1
- (1) For each three month period during the Grant Period, within 30 days of the end of that three month period, the Recipient must provide to the Territory a progress report detailing the progress of the Funded Activity including:
- (a) details of the Recipient's performance against the 'Target Outcomes' identified on page 16 of the Recipient's project proposal annexed to this Deed and marked as "Annexure A"; and
 - (b) details of the expenditure of the Grant for the preceding three months.
- (2) Within 30 days of the end of the Grant Period, the Recipient must provide to the Territory a final report including:
- (a) a detailed report of the activities undertaken as part of the Funded Activity;
 - (b) the Recipient's performance against the 'Target Outcomes' identified on page 16 of Annexure A;
 - (c) a detailed financial acquittal of the Grant; and
 - (d) any further information reasonably

requested by the Territory.

Item 4. Other insurance requirements

See clause 10.1

- (1) Public Liability Insurance: \$ 10 million (in the annual aggregate).
- (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 15.8

For the Territory:

Sean Kelly
Manager
Industry, Innovation and Investment
Innovate Canberra, CMTEDD
GPO Box 158
Canberra City ACT 2601
Phone: 6205 8602
Email: sean.kelly@act.gov.au

For the Recipient:

Sch 2 2.2(a)(ii)

Assistant Manager, Research Management
Robertson Building 46
The Australian National University
Acton 2602
Email: science.robertson.rm@anu.edu.au

Item 6. Form of Acknowledgement

See clause 8.1

The following statement must be included in all published material in relation to the Funded Activity: “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, must also be displayed on any promotional material that relates to the Funded Activity.

Item 7. Separate Account

See clause 4.2

A separate account for the Grant is not required.

Item 8. Provision of Drafts

See clause 8.2

For the purposes of **clause 8.2** drafts must be provided at least 10 days prior to the publishing or printing of the material.

SCHEDULE 2

THE FUNDED ACTIVITY

The Recipient will use the Grant to establish the ACT Centre for Entrepreneurial Agri-Technology (CEAT). The CEAT aims to create and sustain a culture of entrepreneurial activity in the agricultural sector, and in doing so strengthen, transform and diversify the Territory into a global hub for transformational agriculture.

The parties agree that the Funded Activity will comprise of the following:

1. form stakeholder working parties to drive industry engagement, staff recruitment, marketing and translation;
2. engage necessary core staff and resourcing to enable establishment of the centre, and provide basic capability to achieve CEAT's goals and expedite engagement with the agri-tech industry, including:
 - (a) CEAT Director (1.0 FTE);
 - (b) Admin Support (0.6 FTE);
 - (c) Primary Producer Liaison Manager (0.5 FTE);
 - (d) Marketing and Communications Manager (1.0 FTE);
 - (e) IP Portfolio Manager (0.3 FTE increasing to 1.0 FTE);
 - (f) Cluster Manager – Business Development (0.5 FTE)
 - (g) Cluster Manager – Transactional (0.5 FTE)
 - (h) Program Placement Manager (0.5 FTE)
3. refurbish the Gould building on the Recipient's campus to realise the physical location of the CEAT;
4. develop the CEAT brand;
5. invest and participate in a range of local, national and international agri-tech conferences and expos, and in particular to support "Team Canberra" pitch approaches;
6. consult with a range of agri-tech stakeholders, such as Cicada and SproutX, to develop and validate industry relationships and requirements of CEAT;
7. organise and run a CEAT agri-tech regional consultation forum;
8. partner with other Territory resources such as CSIRO to start a rolling series of forums and workshops to expose researchers and students to the possibilities and the value of entrepreneurial skills and industry experiences; and
9. map the National Agricultural and Environmental Sciences Precinct (NAESP) capability against industry needs to form interdisciplinary think tanks capable of rapid response to industry needs.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

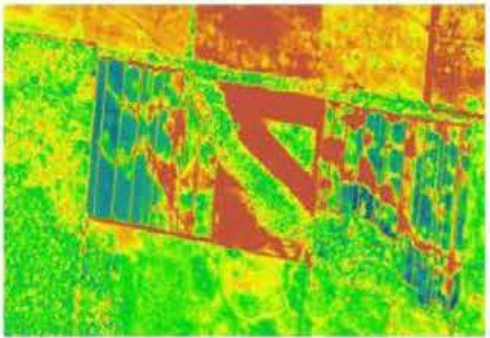
Item 1. Territory Promotional Activities

The Recipient agrees to the use of the Recipient's name as an example of an organisation that has been assisted by the Territory in any promotional activities and material in relation to the Key Capability Area Funding Program.

Proposal

ACT Centre for Entrepreneurial Agri-Technology (CEAT)

Our vision is to create and sustain a collaborative culture of transformative entrepreneurial activity in the NAESP, and in doing so, strengthen & diversify the agriculture sector and transform the ACT into a global hub for transformational agriculture



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Executive Summary

In 2017, the Glover report identified ANU & CSIRO's Plant and Agricultural Sciences as an outstanding knowledge cluster that the ACT should leverage to create a unique hub in the Asia-Pacific that would drive industry innovation and productivity in agriculture. Innovate Canberra's *Confident and Business Ready* strategy document also highlighted how an agri-tech cluster – based in the National Agricultural & Environment Sciences Precinct (NAESP) – would accelerate research translation, industry innovation and job creation.

This document outlines a proposal for an '*ACT Centre for Entrepreneurial Agri-Technology (CEAT)*' that would address the recommendations of the Glover and Innovate Canberra reports.

The proposal for CEAT was developed by an ANU, CSIRO and ACT Government working group who undertook a consultation and planning process with industry representatives. The process included conducting an evidence-based analysis of how the unique elements of the NAESP – which include the ACT's leadership in technology and data analysis/integration – could be harnessed to create wealth and jobs in the ACT.

The document begins with an overview of why the NAESP is ideally placed as a region to establish a centre focussed on agri-tech innovation, translation and capacity building. The document provides details of the three programs will underpin CEAT, its governance and staffing structure, budget and anticipated outcomes. Scoping and planning information (including details on industry engagement), letters of support and CEAT events are provided.

After outlining the overall objectives and programs of CEAT, the document then outlines the how a 12-month initial investment by the KCA program, when combined with investments by NAESP partners, will establish CEAT and enable it to attract further investments and partners.

Our vision is for CEAT to create and sustain a culture of entrepreneurial activity in the agricultural sector, and in doing so, strengthen, transform & diversify the ACT into a global hub for transformational agriculture.

The objectives of CEAT will be to:

1. Provide a context within which start-ups, small-medium enterprises and agri-tech firms can directly engage with researchers from ANU and CSIRO to build relationships, co-develop ideas & solve problems.
2. Build and develop new agri-tech research translation initiatives that address key gaps in pipelines linking research with product development and customers.
3. Attract high-quality students to the ACT through industry-aligned research training and placements that produce high quality graduates that can drive and build innovation in the agri-tech sector.

Harnessing NAESP's capabilities to achieve these objectives will require the development of new translation pathways and new models to support start-ups beyond the accelerator/incubator stage into sustainable businesses.

This will require investment in: (a) clustering of researchers, agri-tech industry and support staff in an innovation hub based in a single location on the ANU campus adjacent to CSIRO; (b) improving translation services available within the NAESP to effectively identify, support and develop those ideas that can result in products or services that address the needs of the agri-tech sector; and (c) industry placements and entrepreneurial training of students, early career scientists and stakeholders.

The immediate purpose of this document is to seek support and investment from the ACT Government's Key Capability Area (KCA) Program to create the proposed 'ACT Centre for Entrepreneurial Agri-Technology'. A total of \$250,000 is being sought from the KCA program, matched by a five-year \$1,250,000 cash investment by the ANU and \$600,000 of in-kind investment by the CSIRO.

Context

Leveraging research and translational excellence to create a regional hub

In his 2017 *Investment Attraction Framework (1)* report to the ACT Vice Chancellors Forum, Rod Glover identified ANU & CSIRO's Plant and Agricultural Sciences as an outstanding knowledge cluster that the ACT could leverage to create a unique Agri-tech¹ and Environmental Sciences hub in the Asia-Pacific. Such a cluster could drive Territory, regional, national and international industry innovation and productivity in agriculture. Innovate Canberra's *Confident and Business Ready (2)* strategy document highlights the value in developing such a cluster is its capacity to accelerate research translation, industry innovation and job creation in the agricultural/environmental sciences – and to future proof Australian agriculture to the impacts of food security challenges. Based on these analyses, the ACT government identified Plant and Agricultural Sciences as key capability area (KCA), noting that no similar precinct has been formed in the Asia-Pacific region (3). This "places the ACT in an ideal position to fill a regional and possibly Asia Pacific niche" (3). However, to realize the potential of this precinct to grow the ACT 'knowledge economy' and contribute to industry diversification, investment is needed to translate the vision into reality.

The recommendations of the Glover (1) and Innovate Canberra (2) reports depend on the capacity of ANU (with its superior research capability in plant, agricultural, data & environmental sciences) and CSIRO's national footprint, strong partnerships with large corporations, translation capacity in agriculture and food industries, and new entrepreneurial models being combined and leveraged to realise a more coherent innovation system that achieves outcomes beyond the sum of its parts.

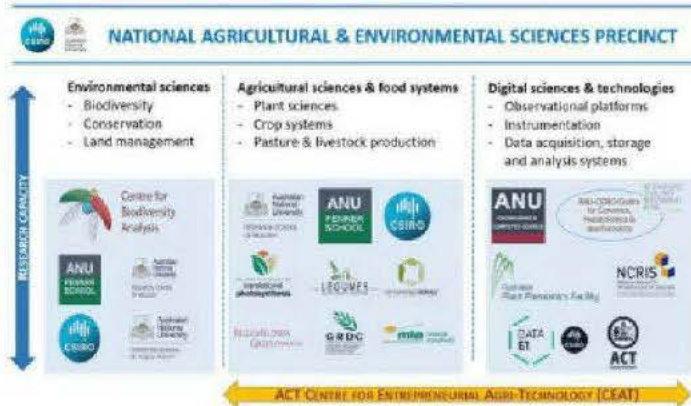
The physical proximity of ANU and CSIRO, the formation of the National Agricultural and Environment Sciences Precinct (NAESP), and establishment of the Centre for Genomics, Metabolomics and Bioinformatics (CGMB) but initial steps that can be seen as foundational for the formation of a global innovation cluster in plant and agricultural sciences.



The proximity of Federal Government agencies such as the Australian Centre for International Agricultural Research (ACIAR) and DFAT provide further scope for regional outreach, as is the emerging strategic relationship between ANU and CSIRO with partners in Singapore (e.g. NTU & Temasek LSL).

Glover (1) concluded there is a limited time to establish an agricultural sciences hub in the ACT, as "hubs are likely to emerge elsewhere (e.g. Singapore) if Canberra is too slow". With this in mind, it was recommended that a dedicated project team be established to scope and mobilize this "outstanding project opportunity" (1).

Figure 1. The Centre for Entrepreneurial Agri-Technology (CEAT) will build on existing research capacity of NAESP, which brings together the brightest minds from the CSIRO & ANU to foster innovative research into food security and sustainability. NAESP is underpinned by existing and future initiatives in the environmental & agricultural sciences, food systems area, and digital sciences/technologies. These initiatives are funded by a wide range of governmental, industry and NGO organizations. Together, they provide an ideal platform to address regional & global food-security challenges.



¹ Agri-tech refers to the incorporation of digital technologies in agriculture and processing, with the aim of improving yield, efficiency, and profitability to achieve sustainable productivity growth. Agri-tech encompasses products, services or applications derived from agriculture that improve various input/output processes.

Unique features of NAESP that make it an ideal location for an agri-tech hub

ANU and CSIRO have been world-leaders in plant and agriculture science research, research training and research translation for fifty years.

Together, the ANU and CSIRO - as partners in the NAESP - have changed our fundamental understanding of carbon, water and nutrient exchange in plants, both in natural and agricultural systems. They have also translated fundamental breakthroughs into applied outcomes, including pipelines that led to more productive and stress-tolerant crops (e.g. (4)), and development of mathematical models that predict plant performance in future climates (5).

ANU and CSIRO are also leaders in developing management frameworks to improve the sustainability and policy aspects of agriculture and pasture management.



The capacity of the NAESP to integrate across scales, place molecular- and cellular-levels responses in a whole-plant and ecosystem context, and develop phenotyping and data analysis tools that will drive agricultural innovation is rare among modern research institutions and agri-technology clusters (both in Australia and globally).

Beyond disciplinary expertise, each NAESP partner brings a set of valuable capital and resources to the precinct:

CSIRO has a significant role in the innovation system and offers:

- an array of sites for basic, strategic and applied research in areas of national priority
- has strong networks with primary producers across the country
- a range of partnerships with various universities and industry
- established hubs and programs (e.g. ON) to support innovation across the sector
- a long history of basic and translational research aimed at addressing specific industry needs.

In addition to its fundamental research and educational activities, the ANU has capacity to assist in (6):

- attracting new human, knowledge, and financial resources from outside the ACT to the area
- adapting knowledge originating from other places to local conditions
- integrating distinct disciplinary areas that need to converge and collaborate to support agri-tech development
- unlocking and redirecting existing regional knowledge that is not being productively used
- providing an open interpretative space for ongoing information exchange, dialogues and discovery

The vibrant intellectual environment and infrastructure of the NAESP makes it an unparalleled environment for industry engagement, particularly where there is a need for technology designers to collaborate with disciplinary experts, technicians, next-generation researchers and industry stakeholders to tackle complex problems in the agri-tech industry.

Examples of where the NAESP is of high value to the agri-tech industry include:

- Conducting proof-of-concept trials to ensure that products are fit for purpose. An example is the long term relationship between Prof. S. Von Caemmerer and Licor Inc (Nebraska, USA), where she has tested and helped develop the world's leading portable photosynthesis system (LI-6400 and LI-6800) units.
- Creating integrated solutions to complex problems in the agri-tech industry. Examples include the extensive portfolio of GRDC projects undertaken by NAESP researchers, such as identification of wheat lines resistant to the "blast" disease, and improving how wheat senses and responds to drought.
- Incubating and developing agri-tech research ideas into market ready applications.
- High-throughput characterization of plant traits using non-invasive methodologies and selecting for traits that underpin improved genetic potential and/or stress resilience of crops. An example is an International Wheat Yield Partnership project on high-throughput analyses of wheat photosynthesis.

- Optimization of plant growth in next-generation controlled environment systems. Staff in the NAESP are working closely with the GRDC and Photon System Instruments on developing modular growth capsules (see figure) designed for screening cereals under future climate regimes – the first of which is being delivered in March 2018



Infrastructure

The CEAT agri-tech innovation cluster is underpinned by a strong infrastructure base to enable technology experimentation and innovation which is central to industry advancement. CEAT represents the opportunity to harness this infrastructure through innovation towards industry growth.

Funding from the Federal Government has long supported investment in world-class research in plant and agricultural research infrastructure in the NAESP, with investment in state-of-the-art plant growth/phenotyping and analysis facilities providing unique opportunities for exploring issues of relevance to the agri-tech industry including:



- Phenomics
- Computational power
- Microscopy
- Omic platforms
- Gas exchange systems and isotope analyses

Phenomics

The NAESP is also home to two nodes of the NCRIS-funded [Australian Plant Phenomics Facility](#): the [High Resolution Plant Phenomics Centre \(HRPPC\)](#) at CSIRO and the ANU. In collaboration with partners such as Photon System Instruments Inc (PSI), they provide:



- Unique expertise in bioinformatics, hardware and software development and data visualisation
- Plant science and engineering expertise to develop and build:
 - Cutting-edge phenotyping technologies to support medium-throughput plant phenotyping under state-of-the-art controlled environment conditions where crop performance under current and future climates can be determined
 - Novel plant phenotyping solutions to support research experiments at large scale and high throughput in the field
 - Field applications include ground and aerial platforms with a capacity of over 250,000 plots p.a. and the first high-resolution plant phenotyping capability for glasshouse/field environments

Computational Power

The ANU and CSIRO continue to invest in infrastructure capable of processing and storing large datasets (i.e. supercomputing facilities) and have highly trained bioinformatics staff with skills to analyse increasing large and complex omic datasets. Here, collaboration of NAESP staff and students with the Computational Biology and Bioinformatics Unit at ANU is hugely valuable as analysis of large datasets represents a critical bottleneck in digital agriculture, as is access to the National Computational Infrastructure (NCI) which houses the Southern Hemisphere's

most highly-integrated supercomputer and file systems, Australia's highest performance research cloud and one of the nation's largest data catalogues.

Microscopy for plant and agricultural sciences

Through the [Centre of Advanced Microscopy \(CAM\)](#) at ANU and the CSIRO Plant Industry, [Microscopy Centre](#), NAESP is host to a range of facilities and services for sample preparation and microscopic analyses, including:

- Biological, cryo and materials sample preparation, including soft tissue/live tissue sampling
- Scanning electron microscopes
- Transmission electron microscopes
- Light microscopes
- X-ray tomography



Omic Platforms

The NAESP is host to the state-of-the-art omics analysis facilities, via a the [Joint Mass Spectrometry Facility \(JMSF\)](#) created in 2016 by the Research School of Chemistry and RSB, in partnership with CSIRO. The JMSF focusses on three main application areas using a variety of mass spectrometry instruments, with their application including:

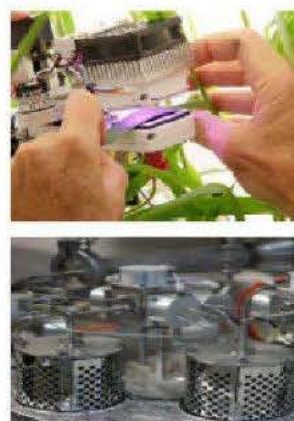
- Metabolomics
- Proteomics
- Synthetic (single) molecule characterisation

In addition, the [NMR Centre at ANU](#) is one of the most advanced in Australia.

Gas exchange and stable isotope systems

A feature of the NAESP are the large number of state-of-the-art facilities to measure gas exchange rates in plant tissues, using both lab-based and portable systems. Several groups use stable isotopes of carbon and oxygen in carbon dioxide and water to probe deeply into molecular mechanisms and physiology. These can be measured using ANU's large collection of instruments including isotope ratio mass spectrometers, multi-collector mass spectrometers and tuneable diode or cavity ring-down laser spectrometers. Elemental analysers coupled to mass spectrometers are also available to analyse composition of large numbers of samples.

An example of the utility of this instrumentation for the agri-tech industry was its application to identify genotypes of wheat ('Drysdale') with superior water use efficiency (4) and its genetic basis (7). These findings contributed to Professor Graham Farquhar receiving the [2017 Kyoto Prize](#) and being named the [2018 Senior Australian of the Year](#). ANU is also the Australian-base of Licor Inc (USA) – the world leader in innovation of plant gas exchange systems.



Each of these facilities is itself a source of innovation – as illustrated by existing relationships with PSI and Li-Cor. CEAT creates the opportunity to catalyse and foster further similar translational opportunities.

These facilities are available to industries and organisations through CEAT partnerships to trial and test innovations and products, develop novel methodologies and analyse samples.

Collectively, the state-of-the-art facilities of NAESP provide unparalleled capacity for discovery of biological phenomena in agricultural crops, and the opportunity to translate fundamental breakthroughs to real-world solutions to problems of the agri-tech industry.

Five-year plan: ACT Centre for Entrepreneurial Agri-Technology (CEAT)

Mission

Over the coming five years, the mission of CEAT will be to harness and expand the combinations of skills and knowledge of the National Agricultural and Environmental Sciences Precinct (NAESP) in Canberra to:

- Diversify the ACT and regional economy through wealth and job creation generated from local knowledge and expertise, and by delivering entrepreneurial programs to enable growth of existing firms and new company creation and relocation.
- Maximise the impact of the NAESP on agriculture, society and the environment by:
 - facilitating greater interaction between researchers and businesses through placements, co-location and through research collaborations;
 - deploying science in a way that benefits small and large-scale stakeholders in the agri-tech industry;
 - maximizing productivity growth of the agri-tech industry through research translation, consultation and capability building;
 - ensuring sustainable use of resources during the production and consumption of food;
- Establish and sustain open industry-research dialogues to collaboratively address the complex problems facing the industry, including advanced production approaches that afford nutritious, abundant food while also protecting the environment.
- Provide broader career options for students and ECRs in the ACT region through experiential and practical application of biological, technical and environmental knowledge to advance the agri-tech industry.

Vision

Our vision is to create and sustain a collaborative culture of transformative entrepreneurial activity in the NAESP, and in doing so, strengthen & diversify the agriculture sector and transform the ACT into a global hub for transformational agriculture.

Objectives

The objectives of CEAT over the next five years will be to:

1. Provide a context within which start-ups, small-medium enterprises (SME) and agri(bio)technology firms can directly engage with researchers from ANU and CSIRO to build relationships, co-develop ideas & solve problems.
2. Build and develop new research translation initiatives that address key gaps in pipelines linking research with product development and customers.
3. Attract high-quality students to the ACT through industry-aligned research training and placements that produce high quality graduates that can drive and build innovation in the agri-technology sector.

Harnessing NAESP's capabilities to achieve these objectives will require the development of new translation pathways and new models to support start-ups beyond the accelerator/incubator stage into sustainable businesses.

This will require investment in:

- clustering of researchers, agri-tech industry and support staff in an innovation hub;
- improving translation services available within the NAESP to effectively identify, support and develop those ideas that can result in products or services that address the needs of the agri-tech sector;
- post start-up models of support and investment that can realise business/product/service maturation;
- industry placements and entrepreneurial training of students, early career scientists and stakeholders.

Strategic partnerships – foundational and ongoing

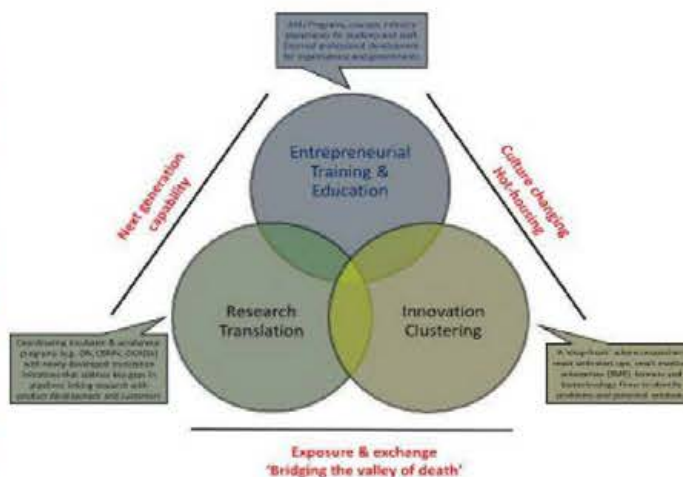
The establishment of CEAT requires that a foundation partnership be formed between the ACT Government, ANU & CSIRO. CEAT will leverage initial investments from each organization, to seek additional investment from the GRDC,

MLA Donor Company and other industry organizations (including start-ups, small-medium enterprises, biotechnology firms) to enable the full potential of CEAT to be realized over a 5-year period.

CEAT Programs over five years

CEAT proposes through shared facilities, colocation and three complementary programs: the innovation hub; research translation and training and education to foster an intensive innovation culture. The hallmarks of this culture will be networking, knowledge exchange and spill-over and interaction and collaboration between all the cluster participants. The centre will facilitate exchange across sectors, disciplines, institutions, organisations and businesses – providing a significant contribution to the knowledge economy of the ACT and the nation.

Figure 2. Overview of the proposed 'ACT Centre of Entrepreneurial Agri-technology', made up of three elements: (a) opportunities for entrepreneurial training in agri-technology, via courses and industrial placements; (b) an innovation cluster that co-locates researchers, SMEs, farmers and biotech firms; and, (c) research translation services that will ensure that we fill key gaps in the pathway to market for agri-tech ideas that emerge from research at ANU, CSIRO and wider ACT. CEAT staff will be responsible for establishing and managing the industrial placements program, providing courses at the ANU campus, attracting external businesses to locate at the innovation hub, and to work with existing translation programs to ensure that pathways to market are identified and developed for agri-tech ideas emerging from the ANU and CSIRO.



The Innovation Hub – a shop-front where the NAESP interfaces with industry

An important element of the CEAT will be co-location of researchers, students and external agri-tech businesses (SME's, start-ups and biotechnology firms - both large and small) in an innovation cluster in the Gould Building on Daley Road in Acton, located at the interface between ANU and CSIRO. The hub will drive incubation and hot-housing of ideas around digital agriculture, smart plants & subversive or disruptive technologies.

The objectives of the innovation cluster will be to:

- Disrupt the boundaries between front-line agri-tech researchers and industry
- Develop cross-disciplinary, transformational approaches to the challenges facing modern agriculture.
- Support industry & researchers to collaboratively scope agri-tech problems and to formulate possible solutions
- Provide shared services, infrastructure, lab space & colocation for entrepreneurs
- Offer an industry consultation service – to expand the intellectual capital they can draw on and build industry knowledge and capability
- Showcase opportunities to venture capital, and provide legal support
- Provide online access to aligned stakeholders in the agri-tech industry and staff/students of the NAESP through:
 - A virtual environment that connects growers, industry and relevant players to stimulate conversation, generate energy, share progress and foster translation.
- Facilitate community and networking events, via:
 - Rolling program of symposia/conferences/workshops

- Educational events
- Training workshops (e.g. technical, entrepreneurial)
- Social gatherings to bring stakeholders together

Industry partners – both resident in the NAESP and offsite members of CEAT - will have the opportunity to engage with the wider CEAT community in a range of ways, including:

- Interacting with researchers and other industry partners at the CEAT location in Canberra through social and formal events (e.g. workshops, symposia)
- Being part of an intellectual community where solutions to some of the most pressing problems in the agri-tech industry can be debated and solutions developed
- Participating in educational programs, such as giving guest lectures or running discussion groups in areas aligned with their business interests and that align with strategic needs for training in agri-technology
- Facilitating placements within their company structure, either locally or at remote sites
- Supporting establishment and management of industry placements; this could include provision of placement scholarships, and financially investing in staff that manage industry placements
- Providing scholarships for domestic and overseas students to enrol in ANU programs aligned with CEAT
- Supporting CEAT events, either financially or through contribution of event content.

As CEAT industry partners will be integrated into the NAESP community, each resident industry will have access to ANU facilities (e.g. Wi-Fi, library etc) and be expected to abide by ANU expectations of professional conduct.

Research Translation – connecting ideas to industry pipelines

Currently, translation of research outcomes from the NAESP occurs through industry relationships developed by the CSIRO and ANU. Whilst there are some good examples of success in this space, there is enormous potential to increase translation of research to industry-ready outcomes, and maximise agri-tech impacts of NAESP research.

A key role of CEAT will be to connect NAESP researchers/entrepreneurs with available programs. There are a number of existing entrepreneurial resources in the Territory (e.g. [CSIRO's ON program](#), [CBRIN](#), [GRIFFIN](#), [CICADA](#), [ANU Innovation](#) and [Connect Ventures](#).) and more broadly ([SproutX](#)) that assist researchers to assess the market potential of their ideas and to develop and implement appropriate business models for translation. Discussions are also underway regarding a collaboration with the [GATE program](#) of NSW DPI (8). Each program has a different profile, and others exist with which ANU already has an association (e.g. [GrowLab](#) program within [CICADA](#)). CEAT will leverage and connect the diverse options already available, but in particular will work with CSIRO to tailor its successful ON program to the hub.

NAESP involvement in the above programs will focus on enabling staff to free-up existing commitments in order to avail themselves of these opportunities.

- To this end, CEAT will pilot an 'Entrepreneurial secondment' program that financially supports staff to participate in off-site multi-week programs

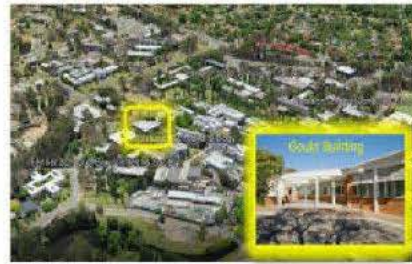


Figure 3. Location of the ACT Centre for Entrepreneurial Agri-Technology (CEAT). Approval has been given by the Dean of the College of Science, ANU Facilities and Services and the Chief Operating Officer for CEAT to be located on the top floor of the Gould Building. The building is perfectly located at the interface between ANU and CSIRO, immediately adjacent to the Research School of Biology and Fenner School for Environment & Society. The available spaces are shown in light brown. Internal walls will be removed to enable creation of an open plan space at the core of CEAT, surrounded by purpose equipped offices and labs. The seminar and meeting rooms will be available for CEAT use in the 29 non-teaching weeks /year.

Whilst the ANU Technology Transfer Office provides a business development manager to Plant Sciences, and Innovation ANU has some additional resource through Strategic Projects and Partnerships, this in-kind contribution is informal and subject to competing priorities and limited resources. To address this, a feature of CEAT will be:

- provision of 'in-house' IP support officer with a remit to focus on agri-tech IP issues and to assist with asset recognition and capture (IP register creation).

CEAT will not replicate existing ANU capabilities in the Technology Transfer Office (TTO), as it will provide additional capacity in this area specific the needs of agri-technology in Canberra. The role of the IP manager will be to facilitate the identification, evaluation and positioning of IP in order to increase its availability for translation through existing programs and capabilities, including those listed above. The IP officer will work with CSIRO, and ANU IP expertise to develop IP protocols and agreements suited to its objectives and the needs of its stakeholders.

Further support for research translation will be provided by the CEAT Director, who will initiate and develop relationships with other organisations, as well as facilitating and supporting the broader base of researchers in this area. Two core objectives here are to:

- create tangible links with industry and other funding agencies in order to validate translational opportunities and enable their progression;
- identify novel, translational research opportunities through partnership with external organisations, and through a deepening understanding of industry requirements and opportunities.

Together they will contribute to a new and expanded research agenda by ANU and CSIRO, as well as inform translational research training.



Training & Education – creating the next generation of agri-technology entrepreneurs

CEAT will establish an agri-technology training programs for NAESP students and researchers and professional development options for external organizations, and a direct interface between CSIRO staff and the next generation of agricultural researchers, innovators and entrepreneurs. The training program will be made up of:

- Industry placements for Masters and PhD students to gain hands-on experience in agri-tech industries, and return to Canberra to share their experience and newly-gained expertise. CEAT will capitalise on the national footprint of CSIRO, emerging partnerships in Singapore (e.g. NTU), New Zealand (e.g. Crown Research Institutes), as well as existing ANU-industry relationships in order to create a network of agri-tech industry placements.
- Placements will influence & expand student/ECR career options, and provide incentives to join the industry, and provide an opportunity for industry to identify talent before hiring – 'try-before-you-buy'
- Industry secondments for researchers to scope and more deeply understand and troubleshoot specific issues in translational pipelines to achieve real world industry outcomes.
- Courses, workshops & symposia integrated with the [ANU Masters of Innovation and Professional Practice](#) with CEAT providing additional content with relevance the agri-tech-enterprise area.

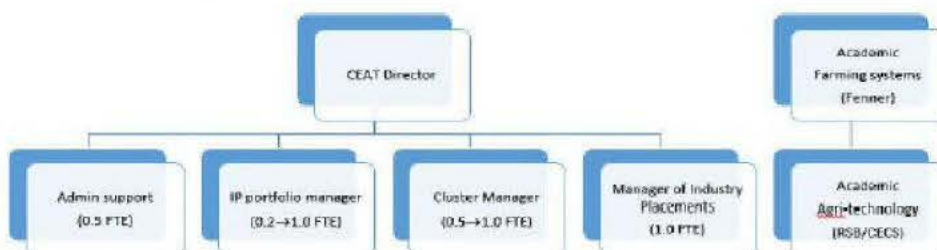
CEAT will also be integrated into the curriculum of new Agricultural Science R&D degrees at the ANU that will provide students with unique perspectives on agricultural sciences, including:

- application of molecular approaches to produce stress-resistant crops
- application of digital technologies to improve farm management
- creating skills needed to take research innovations to market.

Governance and Structure

Proposed five-year staffing structure

The following staffing structure is proposed for CEAT when fully funded over 5 years :



Staffing roles

Director (1.0 FTE): with responsibilities for overseeing the operation of the Centre. The Director would ideally be a person with a detailed working knowledge of the agri-tech industry, successful operation of innovation hubs, and a strong interest in training of the next generation of agri-tech entrepreneurs. The Director would be responsible for: (a) reporting to relevant funding agencies; (b) seeking new sources of funding; and (c) attracting businesses to the innovation hub.

Admin support (0.6 FTE): Support for the Director and CEAT Managers, including organization of events and management of the cluster and industry placements.

IP Portfolio Manager (starting at 0.3 FTE in 2019, increasing to 1.0 FTE): Responsibilities for: (a) auditing and triage/managing the ANU's agri-tech IP portfolio; (b) providing paralegal support to agri-tech researchers seeking to take their ideas to market.

Cluster Manager (starting at 0.6 FTE in 2019, increasing to 1.0 FTE): Responsibilities for: (a) managing the innovation hub client base; (b) organizing events; and (c) assisting the Director with income generation and reporting.

Manager of industry placements (0.5 FTE increasing to 1.0 FTE): Responsible for: (a) establishing, managing and monitoring industry placements; (b) liaising with CEAT-related academics to ensure compatibility of placement program with ANU courses and programs.

Academic position (Farming Systems) (1.0 FTE): MLA Donor Company for the Farming Systems position – based in the Fenner School - responsible for creation and delivery of new courses in applied aspects of farming systems.

Academic position (Agri-Technology) (1.0 FTE): based in RSB - with responsibility for new courses at the interface of agriculture and technology. This proposed position would be aligned with interests in the Research School of Biology and the College of Engineering and Computer Science (CECS).

The academic positions will report to their respective line managers in Fenner/RSB, while also being aligned with CEAT for delivery of the educational programs. They will work closely with the Industry Placements Manager and other sections of the University to develop scientific, entrepreneurial and industry related training modules, both for ANU students and professional development participants.

Governance Committee

In terms of reporting lines, it is proposed that the Director reports to an ANU-internal Governance Committee consisting of:

- ACT Govt Innovate Canberra
- Dean, CoS, or nominee
- Dean, CECS, or nominee
- Director, Research Services Division
- Pro Vice-Chancellor Innovation
- Director, CSIRO Agriculture or nominee
- External expert with knowledge of the agri-tech industry

The Terms of Reference for the Governance Committee are suggested to be to ensure maximal translational/innovation outcomes, productive relationship development with external parties, compliance and excellence with external funding obligations, as well as strategic alignment with the represented Colleges and Divisions.

The Governance Committee will meet quarterly. It will also be the selection committee for the Director of CEAT.

The two academic positions are proposed to report through the normal School (Fenner and RSB) channels.

Industry Advisory Board

In addition to the formal reporting lines, an Industry Advisory Board (IAB) will be established to provide valuable networks and to help to guide CEAT in its development and operation. The IAB will meet bi-annually and include representation from:

- CBRIN
- CSIRO (ON Program)
- Funding agencies (e.g. GRDC, MLA-Donor Company)
- Industry participants
- Related programs (e.g. [GrowLab](#))

Budgets

Budget: 2018-2019 financial year (Year 1)

ANU has committed to invest \$1.25M cash over 5 years (\$250K per annum), subject to securing external funds. CSIRO has committed \$120K per annum of in kind support (targeting of ON program staff and workshop support). Additional in kind support is provided by the ANU for access to building space, utilities and depreciation.

- We request KCA funding of \$250K for 2018/19, in order to catalyse the establishment of CEAT. External funding for further years will be sought from third parties in due course.

This investment will ensure that CEAT has the necessary core staff and resourcing to enable establishment of the centre, and provide basic capability to achieve CEAT's goals and expedite engagement with the agri-tech industry.

For the ACT Government, an investment of \$250K in year will be thus be matched by a total investment by ANU and CSIRO of \$520K (i.e. over two-fold leveraging of ACT Govt funds).

CEAT Year 1 projected budget - see notes below for details

Item	Expenditure	Value (\$000)
1	CEAT Director (SM1)	160
2	Admin support (0.6 FTE) - Level 6	60
3	IP Portfolio Manager (0.3 increasing to 1.0 FTE) - Level 8	NA
4	Cluster Manager - Level 8 (0.6 FTE increasing to 1.0 FTE)	70
5	Manager of Industry Placements - Level 8 (0.2 increasing to 1.0 FTE)	20
6	CSIRO-ANU inter-program mentoring	120
7	Marketing and website development	50
8	Travel and consultation with industry	30
9	Scholarships for industry internships and placements	20
10	Workshops and courses	20
11	International events/symposia	40
12	Operational expenses	30
13	ANU Building space, utilities and depreciation	150
Total expenditure (annual/5-year)		770
Totals		
	KCA 2018/19 investment	250
	ANU expenditure - cash	250
	ANU expenditure - in kind	150
	CSIRO - in kind	120
	Grand Total	770

Notes:

- Item 6: CSIRO will devote staff time and resources to ensure the resources of the ON program are targeted to the agri-tech area within the NAESP, and will contribute to organization and resourcing of workshops, symposia and training events.
- Item 7: Developing the CEAT brand (regionally/nationally/ internationally), producing CEAT prospectus promotional materials, and web presence
- Item 8: For developing industry partnerships and placements across Australia and the Asia-Pacific region.
- Item 9: For post-graduate students (MSc and PhD) to gain exposure to the nature of industry work and the challenges in developing feasible solutions to agri-tech issues
- Item 10: Industry workshops /courses on issues such as challenges, technique development, skill sets, future directions in agri-tech, business practice. Courses to be shaped by inputs from the industry advisory board
- Item 11: Events to take place in the NAESP, attracting and partnering with international and national stakeholders (incl. agri-tech businesses, other agri-tech hubs/research institutes) and investment capitalists.
- Item 12: Stationery/printing, telecommunications, computer purchases and IT support
- Item 13: ANU in-kind support

Projected 5-year budget: 2018-2022

To achieve the broader goals of CEAT over its first five years, additional funding will be sought through industry bodies (e.g. MLA Donor Company and the GRDC), Food Innovation Australia Limited (FIAL) and via investments by CEAT industry partners in the placements, events and scholarships.

Extensive discussions have taken place with the GRDC - they have indicated they will look favourably on CEAT embedded projects that address issue of strategic importance to the grains industry and which have a training and capacity building component. Given the success of NAESP researchers to attract GRDC funding, and how CEAT can enable the GRDC to meet its strategic goals, we are confident of having several CEAT-embedded GRDC projects funded.

The Fenner School of Environment and Society is also in advanced discussions with the MLA Donor Company on their potential investment in training aspects of CEAT, particularly with respect to partially funding the Farming Systems academic position and associated scholarships.

An Expression of Interest has been submitted to FIAL to support the establishment of the CEAT cluster, with full applications due on April 30th 2018.

Each industry partner will be required to invest in CEAT programs, with the fees associated with membership being proportional to their space requirements if resident in CEAT, and taking into account cash and in-kind support provided to the centre.

We will also approach the ACT VC Forum to recommend future investment of CEAT for \$150K per annum for years 2-5, noting that the 2017 Glover Report (1) highlighted the need for the ACT Govt to invest in 'Plant & Agricultural Sciences' and that there is a need for medium term investment to realize the purpose and ambition of a hub in this area.

The additional support will not only allow the Year 1 program to continue into the out years, but also enable creation of: (1) industry sponsored MSc 'whole-of-program' scholarships; and, (2) entrepreneurial secondments for NAESP staff. The former will be limited to domestic students and will consist of a range of industry based scholarships to support agri-tech career choice and development. The latter are designed to transform the culture, engagement and reach of the NAESP researchers/scientists with industry and primary producers; secondment funding will be dependent/determined by the nature of the placement, with funding being used to facilitate release of staff (e.g. to cover for existing research commitments, but exempting secondees salaries).

Income source	Year/Income (\$000)					5-year total	Summations
	2019	2020	2021	2022	2023		
NAESP Investments - confirmed							
ANU - cash (conditional on 1:1 investment from outside organizations)	250	250	250	250	250	1250	
ANU in-kind (building space, utilities and depreciation)	150	150	150	150	150	750	
CSIRO in-kind (inter-program mentoring)	120	120	110	120	120	600	2600
ACT Govt request							
ACT Govt Cash (2018/19 RCA \$500K)	250					250	
Future requests to VC-Forum:		150	150	150	150	600	850
Potential leverage							
MLA Donor Company	100	100	100	100	100	500	
GRDC	400	400	400	400	400	2000	
Food Innovation Australia Limited (FIAL) Cluster Programme (2019-20) (10%)	150	150				300	
CEAT industry memberships - placements, events, scholarships	30	50	80	120	140	420	3220
Total funding (annual/5-year)	1450	1370	1250	1290	1310	6670	

Target Outcomes

Year 1 (2018-2019)

- CEAT is launched – major full day event for stakeholders that showcased capacity and vision and attracted significant media coverage.
- ☒ Governance and Industry Steering committees are formed, members have been appointed and there have been two meetings of Governance Board and three meetings of Industry Steering Committee.
- ☒ CEAT director, administrator, cluster manager and industry placement officer staffing were successfully recruited and have established CEAT and operationalised its three program areas.
- ☒ The CEAT brand has been developed and promotional materials and website have been produced
- ☒ Operational details and legal frameworks for industry partners have been formulated and implemented.
- ☒ CEAT Director and Cluster Manager have undertaken a regional outreach program to introduce CEAT and its programs to:
 - local industry and agricultural bodies
 - other educational and training providers
 - other innovation hubs and incubators
- CEAT Director and Cluster Manager have undertaken two visits to Singapore and to New Zealand (e.g. Nanyang Technological University, CSIRO's Singapore office, research organizations in New Zealand) to establish links with agri-tech industries and to promote our new masters programs in this domain.
- ☒ CEAT Director, with support of RSB and Fenner School Directors has successfully negotiated project contracts and investment with several Rural R&D corporations that involve placements in industry, entrepreneurial training and build capability and industry-relevant outcomes.
- ☒ CEAT has conducted 17 workshops:
 - Five CEAT Agri-tech Career Conversations (PG students, ECRs and Post docs)
 - Six capability development-industry interface workshops (e.g. application of omic technologies for agriculture; hyperspectral visualisation of crop health/performance; advances in controlled environment technology)
 - Two international industry-related symposia (e.g. vertical agriculture; agri-tech policy interface)
 - Four agri-tech problem-addressing workshops in response to industry identified issues
- ☒ Three SMEs became Innovation Hub partners
- A comprehensive program of entrepreneurial events and training has been undertaken in partnership with CSIRO's On Accelerate, Cicada Innovations and CBR Innovation Network.
- ☒ Eight researchers have completed entrepreneurial training
- ☒ The industry placements framework for Masters and PhD students has been developed
- ☒ Initial 10 placement opportunities established for Semester 2, 2019
- ☒ CEAT Year 1 performance evaluation has been conducted and published.

5-year outcomes (2018-2022)

Outcomes	Key Performance Indicators <i>Note: specific targets will be established at the end of year 1, following a review of the 1st year performance of CEAT</i>
<ul style="list-style-type: none"> • Thriving CEAT Innovation Hub with greater demand than capacity for industry colocations • Requires NAESP to expand facilities in precinct 	<ul style="list-style-type: none"> • All available industry co-location spaces occupied in Gould • Industry partnerships and co-locations data
<ul style="list-style-type: none"> • Enhanced profile/reputation for the ACT as a nationally and internationally significant provider of agri-technology education 	<ul style="list-style-type: none"> • Program enrolment and completion data • Student perceptions of career options upon enrolment • Post-graduation mapping of student • Industry engagement and support of ANU educational offerings • Program alumni engagement and activity • Media coverage
<ul style="list-style-type: none"> • Programs, workshops, courses, and agri-tech industry placements for students (undergraduate and post-graduate) and staff, as well as professional development for external organizations (e.g. GRDC) and government agencies (e.g. Dept of Agriculture & Water Resources, ACIAR). 	<ul style="list-style-type: none"> • Placement data. • Annual target of 50 placements (incl. national international postgraduate students) by year 5, drawing from the MSc (Agricultural Science R&D, Food Systems and existing programs) and PhD students. • Event metrics (attendance numbers, speaker numbers, participant industry profiles) • Industry feedback and subsequent repeat placement data
<ul style="list-style-type: none"> • Creation of a new generation of agri-tech researchers who combine excellence in plant/agriculture/data sciences with an awareness of how to develop scientific breakthroughs into high-value, industry outcomes. The impact of CEAT agri-tech entrepreneurial training and support in the ACT in order to increase Australia's ability to undertake translation and commercialization in the sector 	<p>Translational outcomes:</p> <ul style="list-style-type: none"> • Entrepreneurial training participation and completion data • Business start-up data • Licenses (incl. options) and start-ups • Cat 2 & 3-type research collaborations • Consultancies
<ul style="list-style-type: none"> • Broadening of the range of career options for Canberra's early-mid career researchers (EMCRs) by engaging them in an entrepreneurial ecosystem, and enhancing their employability through links to business development, research translation and commercialisation. 	<ul style="list-style-type: none"> • ECR Entrepreneurial training participation and completion data • Data on number of ECRs who achieve non-academic career outcomes. • Data on number of ECRs commercialisation of IP • Data on number of ECR business start-ups
<ul style="list-style-type: none"> • Diversification and growth of industry and income streams for the ACT region via enhancement of industry engagement and student enrolments. 	<ul style="list-style-type: none"> • Case studies on industries who have relocated or set-up in ACT • Financial modelling of the value of such industries to the ACT region • Increase in Cat 3 income to NAESP stakeholders, such as contracts with commercial entities and/or NGOs (e.g. Gates Foundation).
<ul style="list-style-type: none"> • Expansion of the NAESP portfolio of translational agri-tech research arising from CEAT incubator/accelerator programs at CSIRO, ANU and the ACT region. 	<p>Increased portfolio of Research Collaborations:</p> <ul style="list-style-type: none"> • Internal ANU collaborations (CECS-CoS) • Inter-institutional collaborations • Inter-firm collaborations <p>Increased numbers of spin-outs</p>
<ul style="list-style-type: none"> • A vibrant innovation cluster of start-ups and new businesses emerging from CEAT support and resourcing 	<ul style="list-style-type: none"> • Data on number of patent and IP applications • Data on number of start-ups that have translated into commercial entities • Data on value of venture capital investment in CEAT associated projects.
<ul style="list-style-type: none"> • Catalysis for future investment in CEAT, with a longer-term strategy to achieve a similar science park model on the scale around Cambridge University in the UK. 	<ul style="list-style-type: none"> • Evidence of industry interest and championing of the expansion and development of a more comprehensive CEAT facility in the NAESP. • ACT Govt, ANU and CSIRO support for formation of a science park

Scoping and Planning

Industry consultation

Industry Engagement Event – Dec 15th 2017

An industry engagement day was held on Dec 15th 2017 at the ANU to seek the views of industry and stakeholders on areas in the agri-technology industry where there was a need for a output focussed centre. 30 participants from 15 organizations attended. In addition to those who attended, several other meetings were held between the ANU, CSIRO, GRDC, MLA Donor Comp. and Photon System Instruments that informed the design of the proposed Centre.



Participants

Organization	Participant	
Australian Plant Phenomics Facility	Sch 2 2.2(a)(ii)	
Automed		
Diversity Arrays Technology		
Eshire Group (NZ)		
Gondwana Genomics		
GoTerra		
Grain Growers Australia		
Leecia Angus Consulting		
MLA Donor Company		
Grains Research Development Corporation (GRDC)		
ACT Government, Innovate Canberra		David Spinderson, Chris Holy
Austrade		Sch 2 2.2(a)(ii)
ANU Fenner School for Environment and Society		
ANU Research School of Biology		
ANU College of Engineering and Computer Science		
ANU Strategic Projects and Partnerships		
Canberra Innovations Network (CBIN)		
CSIRO		

Identified gaps

Working groups identified several areas where there are industry needs, including the need for:

- The need to increase societal/economic impacts of research, via:
 - Commercial products, licences, revenue
 - New companies, spin offs, start-ups, joint-ventures
 - Job creation, widening of career options
- Courses to be developed in consultation with industry to address a convergence of needs, with participants expressing the following views:
 - "candidates are not looking at agriculture and related areas for careers"
 - "limited industry-ready research graduates coming through"
 - "breadth of skills required not appearing"
 - "industry losing experienced researchers, both PhDs and ECRs"
- Agri-tech industry placements to be available to students, early career researchers (ECRs) and those seeking professional development, in order to:
 - Influence and expand student/ECR career options, and provide incentives to join the industry
 - Improve the attractiveness of agriculture, food systems and agri-tech related degrees
 - Allow students, ECRs and professionals to:
 - Develop cross-disciplinary expertise
 - Interact directly with, and learn from, industry, and to understand their needs
 - Develop skills needed to take ideas to market
 - Allow industry to identify talent before hiring – 'try-before-you-buy'

Recommendations

The participants unanimously agreed on the need to create a centre that was focussed on job creation, supporting new agri-tech ventures, training and career enhancement, and helping researchers understand the needs of industry

and enhancing their capacity to translate ideas into marketable products. Similar points were made by the GRDC and MLA Donor company, and in discussions with potential partner companies such as PSI.

Other industry engagement and planning events in 2017-2018

- 26th April 2017: Sch 2 2.2(a)(ii) met with Agriculture and Food at CSIRO (Sch 2 2.2(a)(ii) in Agriculture and Food) to explore how to enhance connections between ANU plant science and CSIRO
- 27th April 2017: Sch 2 2.2(a)(ii) met with Sch 2 2.2(a)(ii) and Sch 2 2.2(a)(ii) at CSIRO to discuss connections between ANU and CSIRO in the phenomics and stress physiology space
- 4th May 2017: Sch 2 2.2(a)(ii) met with the ACT Govt Investment and Enterprise Development team (David Saunderson and Chris Holly) to discuss the regional framework that a Food Security bid would fit within, and to see what ongoing input they could provide
- 5th May 2017: Sch 2 2.2(a)(ii) met with Sch 2 2.2(a)(ii) from ANU Technology Transfer Office to discuss what support they can provide
- 12th May 2017: Sch 2 2.2(a)(ii) had a Skype meeting with Sch 2 2.2(a)(ii) (CSIRO Research Director for Breeding high value crops) and Sch 2 2.2(a)(ii) (Integrated Agricultural Systems)
- 15th May 2017: Sch 2 2.2(a)(ii) and Sch 2 2.2(a)(ii) met with Sch 2 2.2(a)(ii) (CMBE RSPH Global Health) and Sch 2 2.2(a)(ii) (CMBE RSPH NC Epid Pop Health)
- 16th May 2017: Sch 2 2.2(a)(ii) and Sch 2 2.2(a)(ii) discussed the bid with Sch 2 2.2(a)(ii) from Fenner - they are keen to be involved, and will be kept in the loop
- 22nd May 2017: Sch 2 2.2(a)(ii) met with Sch 2 2.2(a)(ii) (CCI)
- 24th May 2017: Sch 2 2.2(a)(ii) met with Sch 2 2.2(a)(ii) (CAPac Crawford)
- 19th June 2017: Sch 2 2.2(a)(ii) met to discuss overarching ideas and future meeting framework
- 22 June 2017: Sch 2 2.2(a)(ii) met with ACT Govt folk to discuss collaboration (with Ian Cox, Geoff Keogh, David Saunderson, Glen Hassett)
- 23 June 2017: Sch 2 2.2(a)(ii) (CAPac Crawford), Sch 2 2.2(a)(ii) (CMBE RSPH NC Epid Pop Health), Sch 2 2.2(a)(ii) (CECS) and Sch 2 2.2(a)(ii) met to discuss ideas.
- July 21st 2017: GRDC CEO (Sch 2 2.2(a)(ii)) and others (Sch 2 2.2(a)(ii)) visited DPS to get an overview of GRDC related research taking place at ANU.
- July 31st 2017: DPS hosted visitors from Austrade (Sch 2 2.2(a)(ii) – State Director Austrade NSW, Sch 2 2.2(a)(ii) – Senior Advisor Investment – Agribusiness and Food, Sch 2 2.2(a)(ii) – Investment Advisor – Agribusiness and Food) and ACT Govt (Kareena Arthy – Deputy Director-General Enterprise Canberra; Brendan Smyth – Commissioner for International Engagement; David Saunderson – Investment Facilitation & ACT Programs) to showcase ANU plant science capacity and areas where ACT Govt could invest in the ANU-CSIRO precinct.
- 10th Aug 2017: Sch 2 2.2(a)(ii) and Sch 2 2.2(a)(ii) (all ANU) met with Sch 2 2.2(a)(ii) (CSIRO), Sch 2 2.2(a)(ii) (ANU Innovations), David Saunderson (ACT Govt) to discuss ideas for the Entrepreneur, Innovations and Training Centre to link ANU and CSIRO, with ACT Govt support.
- Friday Sept 1st: Sch 2 2.2(a)(ii) met with Sch 2 2.2(a)(ii) (CSIRO), and David Saunderson/Chris Holly from ACT Govt to discuss a possible showcase of NAESP in Wellington NZ in Nov 2017
- Tuesday 19th Sept: Sch 2 2.2(a)(ii) met with Kareena Arthy, Ian Cox and David Saunderson to discuss CEAT proposal.
- March 7th 2018: Visit to ANU by Driscolls Ltd and Austrade

Scoping the need for CEAT

In answering the question 'is there a need for CEAT', we considered a range of reports² that have been produced in the last five years. These reports have highlighted a range of common issues identified as hindering the successful transition of the Australian agriculture sector in to sustainable technology 'savvy' future. The points include:

1. Australia's education system has not focused on developing the *entrepreneurial skills* needed to drive the specialist agricultural needs;
2. The industry itself does not have a strong culture or history *collaboration* and is *disaggregated*;
3. industry groups, RDCs, universities and value chain participants have *competing interests and foci*;
4. AgTech requires people with *skills not traditionally connected to agriculture* including engineers, software designers, data analysts, and business support services;
5. There is a *disconnect between market needs and the research and AgTech solutions* developed (market pull vs tech push);
6. Research bodies and *universities need to better understand the needs of industry* and start collaborating earlier and more regularly in the development pipeline;
7. *Research success measures need to align with driving positive growth and commercial outcomes for industry*;
8. Sector stakeholders need to *share research and collaborate* to refine technologies and solutions.

We see the CEAT proposal in our regional context as addressing all of these core issues.

In scoping the business case for CEAT we have also referred to research in the area of innovation precinct/ hubs and have identified best practices issues that have informed our framing of this proposal. Dr Terry Cutler who chaired the Australian Government's Review of the National Innovation System in 2008, in the discussion paper [The role of precincts in innovation systems](#), argued that any party developing innovation hubs should be aware of the 'the key trends and emerging challenges of the 21st century'.

We have reframed these as best practice requirements to underpin how CEAT will operate:

- using inter-disciplinary and transdisciplinary frameworks and capabilities to address "wicked problems".
- adopting open innovation paradigms and practices;
- sharing infrastructure models;
- understanding the increasingly non-routine and complex nature of business and industrial practice;
- using information and social networks (innovation flows) to mobilise and catalyse knowledge and innovation assets;
- creating 'interpretative spaces' and open spaces for information exchange and discovery;
- building cross-sectoral collaborations for both research and industrial outcomes.

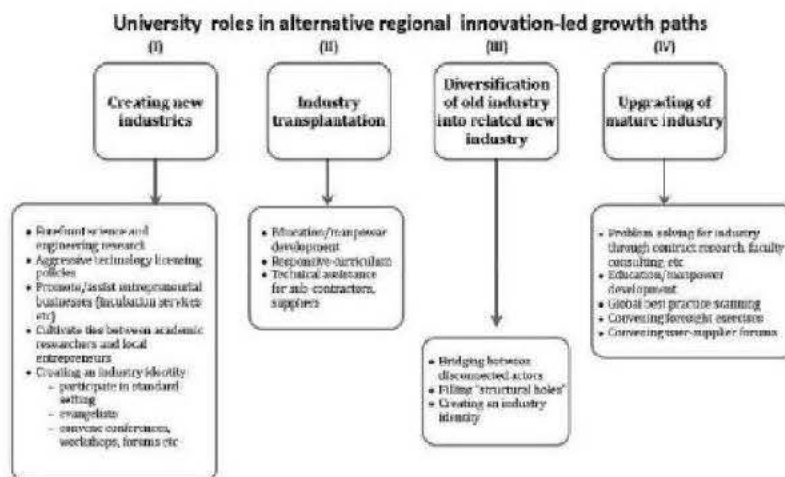
Many of the points Cutler raises already inform the reality of the academy—and are in part the rationale for development of NAESP itself. In the case of agri-tech given the intersecting nature of its knowledge bases and capacities needed to draw on diverse and very specialized infrastructure does increase the value of clustering that arises from an innovation hub.

He further identified that the research evidence shows that universities are pivotal contributors to local innovation processes and can contribute on a number of fronts to regional innovation-led growth pathways. Various pathways are outlined in this diagram from his paper.

² e.g.: *Powering growth: Realising the potential of Agtech for Australia: A report commissioned by StartupAUS in collaboration with KPMG, CBA and the Queensland Government, 2016*

Rural Industry Futures: megatrends impacting Australian agriculture over the coming twenty years

A foresight study RIRDC and CSIRO, Dr Stefan Hajkovicz, Dr Sandra J Eady, 2015 ISBN: 978-1-74254-811-1



Source: Richard Lewis 2006

The CEAT proposal will build greater university capacity in a range of these pathways to lead and stimulate regional innovation growth through:

- promoting and assisting entrepreneurial businesses;
- cultivating closer ties and collaboration between researchers and regional entrepreneurs;
- creating training, course and placement options to build the agri-tech workforce;
- building agri-tech business identity; and
- working more closely with agri-tech businesses and providers to problem-solve specific issues hobbling translation or uptake of product/service in agri-tech market.

Finally a Agthentic Report³ identified two key support gaps, on the path from foundational research to industry-wide diffusion.



They identified a gap between the science and basic research that occurs within university labs and the commercial products and services that market endpoint that farmers can utilize. The second gap they highlight is the step startups developing successfully into companies between. This lack of clear progression from starts ups through to enterprises. This means venture capital firms are becoming more way of startups as a sustainable investment destination. These are two areas of focus that CEAT will address through its translational programs.

³ A Guide to Start-up Resources for Agriculture and Food Technology Innovation. Written by Agthentic in collaboration with Ag Funder and Ag Innovation Development Group

In thinking through the ACT base for CEAT we have reviewed a range of reports produced by the ACT government, on the economic, demographic and industry details of the area and have concluded that Canberra is indeed an excellent base for a Centre for Entrepreneurial Agri-Technology. Because as Chatterji, Glaeser, and Kerr discuss entrepreneurship has a 'surprisingly local flavor' (Chatterji, et al p.15) in that entrepreneurs tend to disproportionately create firms close to their birthplaces.⁴ They argue additionally that clear and strong commitment towards entrepreneurship and innovation is not enough without an area having well-resourced infrastructure, education, social values and legal system. This is what Canberra brings to the table, a healthy dynamic base for entrepreneurial culture. In [Canberra: Australia's Education Capital. An International Education Strategy for Canberra](#) Innovate Canberra outlines a bold strategy for Canberra's future predicated on its strength as a knowledge economy.

This is reflected in demographic and financial data about the city:

- 47% of residents aged 25–34 have a bachelors or higher degree, well above the 32 per cent national average.
- 1 in 9 Canberrans work or study at an education institution, the highest level of any city in Australia.
- \$2.75 billion a year in value being added to Canberra's economy by Education and research institutions and also 16,000 full-time equivalent jobs.

The higher education sector has a strong track record in attracting and retaining talent as in Canberra and the region as more graduates (from other destinations) choose to remain in Canberra on completing their studies. We know also that higher education attainment correlates with increased earnings and this is reflected in Canberra having the highest average earnings and lowest unemployment (June 2016) in Australia. This education strength also contributes to the ACT's innovation and entrepreneurship culture. In 2015 Canberra was Australia's highest performing jurisdiction on measures of innovation and entrepreneurship⁵.

Additionally the ACT economy is booming as demonstrated by [ACT Government Treasury data](#)⁶ that shows that:

- 2016-17 GSP increased by 4.6% the highest growth rate of any jurisdiction in Australia.
- 2016-17 Professional, Scientific and Technical Services grew by 34.6% contributing over 50% (2.7%) of the 4.6% GSP increase.
- 2016-17 Technical, trade-related and other business services grew by 10% to \$228 Million.
- Professional, scientific and technical services has a 10.3% or \$3,929M share of GSP by Industry Gross Value Added 2016-17, Current Prices
- Nominal Gross Household Disposable Income per capita in the ACT grew by 4.5 per cent to reach \$91,627.
- 2016-17 education exports increased by 24% to \$786 Million. The highest growth rate of any Australian jurisdiction.

The ACT's five-year growth rate is 16.1 percentage points higher than the national growth rate (63.4 per cent).

All of this suggests that there is great potential in the home-grown population base of the ACT to expand and grow a new generation of agri-tech entrepreneurs and businesses who can generate solutions to the complex challenges the industry faces.

⁴ 'Clusters of Entrepreneurship and Innovation', Aaron Chatterji, Edward Glaeser, William Kerr. in *Innovation Policy and the Economy*, Volume 14, Lerner and Stern. 2014

⁵ *Australian Geography of Innovative Entrepreneurship*, Office of the Chief Economist, September 2015

⁶ Gross State Product – 2016-17 ABS Catalogue Number 5220.0 Publication Release Date: 17 November 2017 | https://apps.treasury.act.gov.au/data/assets/pdf_file/0010/399979/GSP.pdf

The current ACT government argues that Canberra is Australia's education and research capital and is seeking to build on that strength. The information that follows is drawn from Canberra Australia's Education Capital: An International Education Strategy for Canberra, 2015

International education is also Canberra's largest export. In 2015 it contributed \$451 million or 28% of services exports — up 10 per cent on 2014.⁶ In fact, the growth in international student numbers is largely responsible for the 9.1% annual growth in services exports over the last five years in the Australian Capital Territory (ACT) — the highest growth rate in Australia. In addition, interstate students, attracted to Canberra by the strength of its education institutions, add similar value to Canberra's economy.

There is a major cluster of high quality education institutions — the Australian National University (ANU); University of Canberra (UC); University of New South Wales (UNSW) — Canberra at ADFA; Australian Catholic University (ACU); and Charles Sturt University (CSU) gives Canberra which make it a world-class destination of learning and major centre for knowledge.

Canberra hosts a number of national research institutions — such as the Commonwealth Scientific and Industrial Research Organisation (CSIRO), Data61, Geoscience Australia, the Australian Institute of Sport, several agricultural research bodies and the Australian Renewable Energy Agency.

Out of this concentration of learning and expertise, one of the key capability areas have emerged from this institutional mix is agricultural and environmental sciences. The ACT Government has made specific commitments to:

- Continue to support the growth of the education institutions as a major element in the diversification of Canberra's economy;
- Support the development of education and industry precincts.

In this State of territory address 2017 the Chief Minister, Andrew Barr reiterated that the ACT's top export is education, and his ambition to further develop its strengths as a centre for high-quality research institutions by 2020. A key dimension of this vision that Mr. Barr has advanced (based on the Glover report recommendations) is enhancing Canberra as a centre for plant and agricultural science over his current term of government. His rationale is that that given growing food security needs that it time establish an Asia Pacific Hub based on this concentration of knowledge excellence and that the ACT government would collaborate with the Australian National university and CSIRO to attract such investment. We look forward to deepening our partnership with the ACT government through CEAT.

Fostering career options in Agri-tech: a 5-year vision

As part of CEAT, students and early career researchers will be provided with exposure to agri-tech industry career options. This will be achieved via a range of activities, including workshops, mentoring, job fairs and expos. Below are the proposed activities that will be rolled out over the course of the 5-year program.

CEAT-initiated activities

CEAT Agri-tech Career Conversations: a series of networking events that gives student and researchers the opportunity to hear stories, ideas and insights from industry professionals and alumni on a broad range of Agri-tech topics.

CEAT Mentoring Scheme: based on flexible and tailored mentoring options (mentoring panels or matched mentors, mentoring for individuals or groups), adapted to PD needs, context and projected outcomes of participating students, ECRs and companies.

CEAT Agri-tech Job Fair: An annual entry-level and beyond job recruitment event during which students close to graduation and ECRs can meet with companies and organisations for each party to assess expectations, capabilities and opportunities in specific Agri-tech employment areas. A strategic avenue for CEAT to provide an overview of what it's like to work for Agri-tech companies and the sector as a whole. CEAT will work with ANU Careers Hub to organize and promote this annual event.

CEAT Online Job Fair: a specific website that profiles students and graduates seeking to access Agri-tech employment, ANU CEAT partners and associates can access and offer upcoming opportunities (employment or internship options) 24/7. All parties have access to a range of tools to communicate and share information.

Agri-tech Expo: A biennial initiative based on a collaboration between industry partnerships that underpin CEAT and the ACT government to reach out to national and associated international partner domains (such as Singapore). The aspiration is that over a 6-10 year-timespan, we build a sustainable international profile and presence (think Nature Career Expo) that ensures CEAT reaches and engages interested parties across the world. This will be a targeted expo that addresses the BIG Agri-tech challenges and the interdisciplinary capacity of CEAT graduates to address such challenges in creative, synergistic ways that enable effective translation of cutting edge fundamental research to Agri-tech practice and services.

Existing options

Emerge Agri-tech Careers Expo run by Cicada in Sydney (link into or duplicate an ACT version). This expo showcases, through Cicada Innovations, Australia's leading and globally recognised incubator, the Agri-tech startups of the future, and how they will impact on the Agri-tech challenges facing Australia. This event is aimed at Agri-tech job seekers, Agri-tech internship seekers, uni students & graduates, PhDs, entrepreneurs, the ACT & Australian and overseas businesses and the general community.

Industry Placement system: how it would work

CEAT will leverage the established ANU Science Internships program for regular course based industry placements for undergraduates and postgraduate students. This ANIP derived model has agreements that work across national and international placements. Internships are based on 6 and 12 unit course placements with industry and can be accommodated in intensive block mode or part-time, as negotiated around needs of industry and of the student. These placements require an ANU academic supervisor. The University's Public Liability and Professional Indemnity insurance covers liability for the University and any of its students in relation to internships, work placements and industry projects. The University's standard Professional Placement Letter Agreement outlines the terms and conditions, managing confidentiality and the assigning of IP.

In addition to this, however, CEAT will seek to develop a range of placement options that can be tailored to the Agri-tech space, rather than relying solely on the course based internships model currently in place. A key recommendation of the Review of Australia's Research Training System Report produced by Australian Council of Learned Academies in 2016 (9), was that universities provide greater opportunity for industry relevant HDR placements and that the Canadian Mitacs Accelerate program of industry placements for HDR candidates was a useful model for the development of a national scheme in Australia. This model is much more aligned with CEAT purposes as it designed as a research internship program.

"It connects companies with over 50 research-based universities through graduate students and postdoctoral fellows, who apply their specialized expertise to business challenges. Interns transfer their skills from theory to real-world application, while the companies gain a competitive advantage by accessing high-quality research expertise." (9)

Essentially this model is based on a four-month placement driven by competitive research proposal submission, which is peer reviewed, with successful projects receiving funding @ CA\$15,000.

CEAT proposes to seek funding and support from a variety of sources – governments, NGOs and industry - to pilot a version of the Mitacs Accelerate model of Agri-tech industry placements for HDR candidates based on both individual and group based research projects developed jointly with industry proposers.

CEAT will identify, foster, promote and manage in tandem with relevant ANU/CSIRO bodies an industry placement resource base and build industry relationships to grow the research and course based industry placements.

The Manager Industry Placements will draw on the national footprint of CSIRO, emerging partnerships in Singapore (e.g. NTU) New Zealand (e.g. via CSIRO links with agricultural and technology related Crown Research Institutes), as well as existing ANU-industry relationships in order to build the network of agri-tech industry placements. A key focus of the role will be building industry awareness and engagement with opportunities that the Agri-tech industry placement arrangements offer. CEAT will also need to clarify IP arrangements in relation to any new industry placement models adopted.

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09 March 2018

ACT Government
Innovation, Trade and Investment
Canberra, ACT

TO WHOM IT MAY CONCERN

Sch 2 2.2(a)(ii)
Head, Strategic Research Initiatives
Office of the Vice-Chancellor

Sch 2 2.2(a)(ii)
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CRICOS Provider No. 00120C

Re: ANU support for an ACT Centre for Entrepreneurial Agri-Technology

The Australian National University (ANU) is pleased to strongly support the establishment of an ACT Centre for Entrepreneurial Agri-Technology (CEAT), to be based on the ANU campus adjacent to CSIRO.

The ANU is keen to maximise societal impacts from the existing and future research and training capacity of the National Agricultural & Environmental Sciences Precinct (NAE SP). With this in mind, over the past year members of Research School of Biology have worked closely with the Fenner School for Environment & Society and CSIRO to develop a proposal for an ACT Centre for Entrepreneurial Agri-Technology (CEAT).

The CEAT proposal was developed in response to the Glover Report (2017) to the ACT Vice Chancellors and CEO Forum, which identified Plant and Agricultural Sciences as an area where the ACT region could leverage its world-class strengths in education and research to create a unique, global innovation hub. The CEAT proposal was also developed through direct engagement with industry.

CEAT would be made up of three elements: (a) an innovation hub that co-locates researchers, SMEs, farmers and biotech firms; (b) research translation services that will ensure that we fill key gaps in the pathway to market for agri-tech ideas that emerge from research at ANU, CSIRO and wider ACT; and, (c) opportunities for entrepreneurial training in agritechology, via courses and industrial placements.

CEAT staff will be responsible for establishing and managing the industrial placements program, providing courses at the ANU campus, attracting external businesses to locate at the innovation hub, and to work with existing translation programs to ensure that pathways to market are identified and developed for agri-tech ideas emerging from the ANU and CSIRO.

By co-locating staff, students and external businesses in one building on the ANU campus, CEAT will provide a place where researchers and industry will meet and co-develop ideas, funding streams and business models. The ANU also sees CEAT as an exciting opportunity to create and sustain a culture of entrepreneurial activity and awareness in the agricultural sciences and related technologies. It would broaden the career options of our students and Early Career Researchers (ECRs). CEAT will achieve this by embedding students and ECRs in industry settings, both externally and at the ANU, and by creating a culture where they can experience how their skill sets can be applied in an industry context.

To ensure that CEAT becomes a reality, the ANU agrees to invest \$1,250,000 in the Centre over five years (\$250K per annum), starting in the 2018/19 financial year, with ANU investment contingent on equivalent external funds being secured over that period, of which the Key Capability Area application is one component.

We hope that the ACT Government will partner with the ANU and CSIRO in this exciting project.

Yours sincerely,

Sch 2 2.2(a)(ii)

Head, Strategic Research Initiatives

1 | OFFICE OF THE VICE-CHANCELLOR



Black Mountain Science & Innovation Park
Curtis Ross Street, Black Mountain, ACT 2601
GPO Box 1700, Canberra ACT 2601, Australia
Telephone: (02) 6246 5000 • ABN 41 687 119 230

6 March 2018

Dear ACT Government

I am writing to express the strong support by the CSIRO for application by the ANU for the 2018/19 round of KCA funding for the proposed *ACT Centre for Entrepreneurial Agri-Technology (CEAT)*.

Over the last year, CSIRO Agriculture & Food have had extensive conversations with the ANU on how the two organisations can strengthen the National Agricultural & Environmental Sciences Precinct (NAESP) and wider ACT economy. Our ambition is for the NAESP to be a globally significant research and innovation sciences precinct, with CSIRO having invested in two elements of the precinct: (1) The Centre for Genomics, Metabolomics and Bioinformatics (CGMB), a collaborative facility between CSIRO and ANU is revolutionising the conversion of gene discovery to crop deployment and environmental management. As part of these NAESP investments CSIRO has provided 50% of the salary of the Director of the CGMB (Prof Eric Stone) in a shared role with the ANU; and (2) major infrastructure investment at the CSIRO Black Mountain site (including a new Life Sciences Building) to ensure that CSIRO's laboratories, microscopy and analytical facilities support outstanding research excellence.

CEAT would be an ideal complement to the above CSIRO investments in the NAESP. By investing the expertise and resources of the ANU and CSIRO in CEAT our goal is to create a fundamental shift in how the industry interacts with the precinct so that in future years the ACT becomes the 'go-to hub' for agri-tech research and product development in the Australian/Asian region. To realise this vision, we need to create a culture of entrepreneurial activity and awareness in the plant and agricultural sciences, as well as related technologies (e.g. sensor and platform development, data processing and analytics). CEAT will achieve this by creating opportunities for entrepreneurial training in agri-technology, via courses and industrial placements, and by co-locating agri-tech businesses within the NAESP in an innovation hub where researchers and industry will meet and co-develop ideas, funding streams and business models. CEAT will also enable targeted focussing of translation services that ensure we fill key gaps in the pathway to market for agri-tech ideas generated in the ACT.

CSIRO will invest in CEAT in a range of ways. The first is by using its national footprint and industry links to make available to CEAT a range of agri-tech industrial placements. We will work closely with the CEAT placement officer to ensure that those placements are designed for each individual who enters the CEAT placement program. The second way that CSIRO will invest in CEAT is by providing NAESP students and staff with access to CSIRO's ON Program. Established by CSIRO in 2015, ON specialises in assisting researchers from the fields of science and technology working on projects that have the potential to shape Australia's future. As part of our involvement in CEAT, CSIRO will devote staff time and resources to ensure the resources of the ON Program are targeted to the agri-tech area within the NAESP. The *in-kind* value of this investment will be \$120K per year. Finally, CSIRO commits to the development of the CEAT concept via contributing to the organizing of agri-tech workshops, symposia and events, and by a member of the CSIRO staff sitting on CEAT's management board.

Yours sincerely

Sch 2 2.2(a)(ii)

To: Program Manager, Key Capability Area funding programme

RE: Support for ANU application to ACT Government Key Capability Area funding programme

Dear Sir/Madam

I am writing to express my support for the application by the Australian National University to the Key Capability Area funding programme in order to develop a local cluster in agri-food technology in the region. Our interest in this concept was developed through direct engagement with ANU, particularly at an industry engagement workshop held on 19th December 2017 at ANU.

Our company is the world leader in development and manufacturing of instrumentation for imaging and monitoring of biological signals from plants and algae as well as their cultivation under precisely defined environmental conditions. Since its foundation in 1994, PSI remains at the forefront of those techniques, ranging from individual cells to large crop and tree species. In 2017, the founder of PSI, [Sch 2.2.2\(a\)\(ii\)](#) [Sch 2.2.2\(a\)\(ii\)](#), won the EY Technological Businessman of the Year award, reflecting the success of PSI on the world stage, and the prestige in which the company is held by its clients and collaborators.

As part of our mission to serve scientific community, we have established our own Research Centre and numerous collaborations and partnerships with world's top universities, research institutions and companies involved in the biotech industry. We provide long-term support for our customers and our own facilities for PhD students. We participate in several international projects dealing with environmental sciences, food production and phenotyping of plants and algae.

Whilst we are not in a position to contribute financially to the operation of the proposed cluster, we are fully supportive of the concept and look forward to being an active participant as it develops.

We hope that ACT government reviews the application positively and that this letter of support contributes in that regard.

Yours faithfully

Sch 2 2.2(a)(ii)

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152 Turitea Road
Palmerston North 4472
06 357 8341
Sch 2 2.2(a)(ii)

1st March 2018

To: Program Manager, FIAL Cluster Programme

RE: Support for ANU application to ACT Government Key Capability Area funding programme

Dear Sir/Madam

I am writing to express my support for the application by the Australian National University to the Key Capability Area funding programme in order to develop a local cluster in agri-food technology in the region. Our interest in this concept was developed through direct engagement with ANU, particularly at an industry engagement workshop held on 19th December 2017 at ANU.

Our company provides genetic analysis contract research globally. Our service is based on the genotyping-by-sequencing technology that I developed while at Cornell University. We are particularly keen in developing cross Tasman linkages with top Agri-tech researchers. The Agri-tech hub has incredible potential for impact. We often find ourselves in the position of generating huge genomic data sets for clients who could benefit from additional analysis and expertise. Entrepreneurially minded ANU alumni could fill that gap and the Agri-tech hub would be an excellent way to make it happen.

Whilst we are not in a position to contribute financially to the operation of the proposed cluster, we are fully supportive of the concept and look forward to being an active participant as it develops.

We hope that the ACT government reviews the application positively and that this letter of support contributes in that regard.

Sincerely yours,

Sch 2 2.2(a)(ii)

Sch 2.2(a)(i)
Director

Australian Plant Phenomics Facility - ANU Node

ANU College of Science

T: +61 2 6125 1707

E: Sch 2.2(a)(i)

Linnaeus Building, 134 Linnaeus Way

Canberra ACT 0200 Australia

www.anu.edu.au

1st March 2018

To whom it may concern,

I am writing to express my unreserved support for the application by the Australian National University to the Key Capability Area funding programme in order to develop a local cluster in agri-food technology in the region. The proposed centre would address areas of key strategic importance to the Australian Plant Phenomics Facility (APPF). The APPF is a plant research facility partly funded by the Commonwealth government through the national collaborative research and infrastructure scheme. Operations of the facility are supported by user fees from researchers and industry. Our income is approximately \$650,000 per annum. By bringing relevant industry organizations to the ANU, CEAT will directly benefit the APPF by providing:

- opportunities to foster new collaborations with industry and researchers,
- an opportunity to co-locate our premises with the industry representatives who make up our core client base, and
- access to applied agriculture students interested in plant phenomics technologies and how these technologies can be applied to the industry.

CEAT will also provide a mechanism for increased investment at the ANU and the wider ACT through collaborative and strategic research programs, and be an ideal vehicle to enhance the ANU-CSIRO National Agricultural and Environmental Sciences Precinct.

We are fully supportive of the concept and look forward to being an active participant as it develops, including moving the ANU Node of the APPF into the CEAT premises on the ANU campus once established.

Yours sincerely,

Sch 2.2(a)(ii)

Andrew Barr MLA
Chief Minister



Member for Kurrajong
Treasurer
Minister for Economic Development
Minister for Tourism and Major Events

Sch 2.2.2(a)(ii)
ARC Centre of Excellence in Plant Energy Biology
Division of Plant Sciences, Research School of Biology
Australian National University
Canberra ACT 2601

By email: Sch 2.2.2(a)(ii)

Dear Sch 2.2.2(a)(ii)

Thank you for your message dated 6 April 2017 about your role in ensuring that Canberra becomes an international leader in food security research. I would also like to take this opportunity to congratulate you on your recent appointment as the Head of the Division of Plant Sciences at the Research School of Biology (RSB) at the Australian National University (ANU).

Building and supporting a vibrant higher education and research centre sits at the core of the *Statement of Ambition* for Canberra I announced last year. In my State of the Territory address this year, I emphasised the importance of attracting and retaining educated, enthusiastic and entrepreneurial people to diversify our economy and become a global knowledge capital.

Achieving that ambition will take more than just attracting researchers. We must create an economy that can translate research into opportunities for investment attraction and commercialisation from international groups. I see the potential for Canberra to lead the way in the Asia-Pacific region and internationally when it comes to promoting research in plant and agricultural sciences and attracting investment from agricultural industries globally. That is why I am committed to helping build bridges between researchers and businesses to both attract investment in vital research projects and promote the outcomes of those projects to industries around the world.

Thank you again for taking the time to write to me about your role in shaping the future of the ACT's capabilities in food security research. I look forward to collaborating with you in the future, and Canberra looks forward to benefiting from the outcomes of your and your colleagues' research.

Yours sincerely

Atk
Andrew Barr MLA
Chief Minister
05 MAY 2017

AUSTRALIAN CAPITAL TERRITORY LEGISLATIVE ASSEMBLY
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°t# @ABarrMLA

I'J AndrewBarrMLA

andrewbarr

7, when their car crashed off a road and sank in the flooded River in Tumbulgum on Monday. King's youngest daughter, Chloe, managed to clamber from the van and ran to a nearby farm for it her mother and siblings could save. Police revealed that Ms May was found clutching one of her children in the submerged van, in what they said was an attempt to save the child. Ms King is believed to have helped Chloe escape, but ran out of time to save her other two children or save her daughter. Ms May is being cared for by the other surviving member of her immediate family, her father Matthew King, who was not in the vehicle when it was pushed into the river. "She's got a lovely daughter. She is a very brave young lady," Ms King's friend Starling said of Chloe. "For such a young girl, it's just remarkable what she did."

Ms King works as a chef at the Cliff Beach Bowls Club which, along with the Club Managers Association of Australia, launched a GoFundMe page on Monday to support the family. By Wednesday morning, more than \$88,000 had been donated to the fund. Ms King worked as an assistant in the Opal Aged Care in Tweed Heads. She is originally from New Zealand and returned there just last month after the death of her father.

Ms King's friend, Sally Fraser, described her as a devoted and "amazing mother". "Every single time I saw you, I was blown out at what an amazing mother you are," she wrote online.

"Everyone will take care of Chloe May. She is a very strong and purposeful, passionate woman in your life will treat you like gold. Because she takes after you. You were worth more than rubies. Any beautiful smiling lady x."

ACT 'ripe' to become food security hub, says Chief Minister

Katie Burgess
Assembly Reporter

Chief Minister Andrew Barr will use his "state of the territory" address on Thursday to push for the ACT to become a food security hub.

In his annual outline of his vision for Canberra's future, Mr Barr will make the case to enhance Canberra as a centre for plant and agricultural science over the next term of government.

"Canberra already has significant strengths in plant and agricultural sciences, through research from the Research School of Biology at ANU and the CSIRO Black Mountain laboratories, to major public policy knowledge," Mr Barr will say.

"There are only a few such hubs around the world and a growing food security need in the Asia-Pacific region means the time is ripe to engage in this sector."

To achieve his vision, the ACT government will collaborate with research bodies like the Australian National University and CSIRO to attract investment and help local businesses pitch their ideas to the global market.

"There is a very strong basis for multinational company engagement in this sector and our international links with Singapore, where many other multinationals are based, give Canberra a competitive advantage," Mr Barr will say.

The focus on agricultural sciences marks a departure from the focus Mr Barr's speech last year, which outlined a "compact and competitive Canberra" and our potential to be a bustling urban environment. His previous addresses have spruiked Canberra as the knowledge capital of Australia as well as its most liveable city.

Wednesday, 02 May 2018

Dear Geoff

Further to your email of Monday 23rd, below is a summary of the amendments to the CEAT proposal in light of the enhanced support available from ACT Government. I hope you will see that this reflects a ramp up in the CEAT establishment and operational processes that offers increased support for regional agri-technology development. Some timelines have been shortened, and additionally there has been increased resource allocation some areas. I confirm that this revised plan also commits the ANU matching funding within the initial 12 month period.

In order to achieve the above, we propose the following shifts in activity focus:

- Fast-track search and appointment of the CEAT Centre Director
- Immediate engagement of a person as a Primary Producer Liaison Manager (0.5FTE), also available as an entrepreneurial technology scout within ANU and CSIRO.
- Fast-track refurbishment of the Gould building to realise the CEAT NAESP physical location
- Incorporate a Marketing and Communication Manager into CEAT staffing structure, and in advance of that position being filled work with an external agency to develop the CEAT brand and base line promotional materials.
- Invest and participate in a range of local, national and international agri-tech conferences and expos, and in particular to support Team Canberra pitch approaches (e.g. Aus AgTech and Food Tech Summit Summit, 2018, Melbourne).
- Ramp up consultation with regional and agri-tech interests, e.g the Canberra Region Joint Organisation (CBRJO) a range of primary industries across eight shires—to develop and validate industry relationships and requirements of CEAT.
- Organise and run a CEAT Agri-tech Regional Futures Consultation Forum.
- Partner with CBRIN and CSIRO programs and networks to kick start a rolling series of forums and workshops to expose researchers and students to the possibilities and the value of entrepreneurial skills and industry experiences.
- Map NAESP capability against industry needs to form interdisciplinary think tanks capable of rapid response to industry needs (Primary Producer liaison will contribute to this)
- Meet with Cicada and SproutX to work through ways they can resource and value add to CEAT activities
- Form stakeholder working parties to drive industry engagement, staff recruitment, marketing and translation.
- Work hard to leverage the ACT government's investment by achieving further investment by RDCs, industry bodies and project funding opportunities that align with CEAT goals.

On the next page, we detail a revised budget that would resource the above work plan.

Yours sincerely

Sch 2 2.2(a)(ii)

Rationale for Changes in Centre Staffing

- Director now more senior leadership: vision & strategy.
 - Our view is that to attract the right person to drive rapid growth of CEAT, we need to offer a higher level of appointment (ANU SM3-5 level, rather than the previously state SM1 level .
- Enhanced industry engagement, through new roles and at higher FTE than initial application
 - Industry (Producer) liaison
 - This has become necessary due to accelerated interest for investment by the MLA Donor Company.
 - Cluster Manager 1 (Relationship focus)
 - Creating external relationships with industry organizations with the view of them investing and partnering with NAESP stakeholders
 - Cluster Manager 2 (Transactional focus)
 - Improvement of relationships between on-site industry partners and NAESP stakeholders in the context of CEAT objectives and vision
- Enhanced/earlier support for Program support and development through:
 - Program Manager
 - Placements, secondments and similar that enable a two way exchange between NAESP stakeholders and industry
- Dedicated Marketing/Communications Manager
 - CEAT promotion & strategic BD support to Director; strategically contributes to investment opportunities
- Enhanced Program placement budget \$100K to address specific issue of release funds to support personnel to attend intensive start-up support programs (e.g. GrowLab), and/or be seconded into or from industry.

CEAT Year 1 projected budget		
Item	Expenditure	Value (\$000)
1	CEAT Director (0.75 FTE) - (SM3-5)	165
2	Admin support (0.6 FTE) - Level 6	60
3	Marketing & Communications Manager (0.5 FTE) - Level 8	70
4	Industry Producer Liaison Manager (0.5 FTE) - Level 8	90
5	Cluster Manager - Business Development (0.5 FTE) Level 8	70
6	Cluster Manager - Transactional (0.5 FTE) Level 8	70
7	Program Placements Manager - (0.5 FTE) Level 8	70
8	CSIRO-ANU inter-program mentoring	120
9	Marketing materials	50
10	Travel and consultation with industry	35
3	Scholarships for industry internships and placements	100
3	Workshops and courses	20
3	International events/symposia	40
3	Operational expenses	30
	CEAT Building refurbishment	130
3	ANU Building space, utilities and depreciation	150
	Total expenditure (annual/5-year)	1270
Totals		
	KCA 2018/19 investment	500
	ANU expenditure - cash	500
	ANU expenditure - in kind	150
	CSIRO - in kind	120
	Grand Total	1270

See notes on next page

Revised budget notes

Item	Notes
1-7	See notes in Revised budget document sent to ACT Govt 2nd May 2018
8	CSIRO will devote staff time and resources to ensure the resources of the ON program are targeted to the agri-tech area within the NAE SP, and will contribute to organization and resourcing of workshops,
9	Developing the CEAT brand (regionally/nationally/ internationally), producing CEAT prospectus promotional materials, and web presence
10	For developing industry partnerships and placements across Australia and the Asia-Pacific region
11	For post-graduate students (MSc and PhD) to gain exposure to the nature of industry work and the challenges in developing feasible solutions to agri-tech issues
12	Industry workshops /courses on issues such as challenges, technique development, skill sets, future directions in agri-tech, business practice. Courses to be shaped by inputs from the industry advisory board
13	Events to take place in the NAESP, attracting and partnering with international and national stakeholders (incl. agri-tech businesses, other agri-tech hubs/research institutes) and investment capitalists
14	Stationary/printing, telecommunications, IT support/hardware
15	Refurbishment of Gould Building, using ANU cash support
16	ANU in-kind support for access and use of Gould Building

Final note – ANU has agreed to forgo charging overheads on the ACT Govt 2018-2019 KCA investment in CEAT

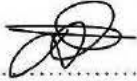
Original Year 1 (2018-2019) deliverables (as outlined in the 2018-2019 KCA application)

- CEAT is launched – major full day event for stakeholders that showcased capacity and vision and attracted significant media coverage.
- Governance and Industry Steering committees are formed, members have been appointed and there have been two meetings of Governance Board and three meetings of Industry Steering Committee.
- CEAT director, and staff are successfully recruited and have established CEAT and operationalised its three program areas.
- The CEAT brand has been developed and promotional materials and website have been produced.
- Operational details and legal frameworks for industry partners have been formulated and implemented.
- CEAT Director and Cluster Manager have undertaken a regional outreach program to introduce CEAT and its programs to:
 - local industry and agricultural bodies
 - other educational and training providers
 - other innovation hubs and incubators
- CEAT Director and Cluster Manager have undertaken two visits to Singapore and to New Zealand (e.g. Nanyang Technological University, CSIRO's Singapore office, research organizations in New Zealand) to establish links with agri-tech industries and to promote our new masters programs in this domain.
- CEAT Director, with support of RSB and Fenner School Directors has successfully negotiated project contracts and investment with several Rural R&D corporations that involve placements in industry, entrepreneurial training and build capability and industry-relevant outcomes.
- CEAT has conducted 17 workshops:

- Five CEAT Agri-tech Career Conversations (PG students, ECRs and Post docs)
- Six capability development-industry interface workshops (e.g. application of omic technologies for agriculture; hyperspectral visualisation of crop health/performance; advances in controlled environment technology)
- Two international industry-related symposia (e.g. vertical agriculture; agri-tech policy interface)
- Four agri-tech problem-addressing workshops in response to industry identified issues
- Three SMEs became Innovation Hub partners.
- A comprehensive program of entrepreneurial events and training has been undertaken in partnership with CSIRO's On Accelerate, Cicada Innovations and CBR Innovation Network.
- Eight researchers have completed entrepreneurial training.
- The industry placements framework for Masters and PhD students has been developed.
- Initial 10 placement opportunities established for Semester 2, 2019.
- CEAT Year 1 performance evaluation has been conducted and published.

SIGNED AS A DEED ON 15 June 2018 2018

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



Signature of witness

Debbie Hilton

Print name



Signature of Territory delegate

Ian Cox

Print name

SIGNED for and on behalf of)
THE AUSTRALIAN NATIONAL)
Sch 2 2.2(a)(ii) in the)

Sch 2 2.2(a)(ii)

Signature of witness

Sch 2 2.2(a)(ii)

Signature of authorised officer

Professor Margaret Harding
Deputy Vice-Chancellor (Research)
The Australian National University...
Acton ACT 2601 Australia

Print name and position

Sch 2 2.2(a)(ii)

Print name



DEED OF GRANT

Dated

13 June 2018

Parties

AUSTRALIAN CAPITAL TERRITORY

**THE AUSTRALIAN NATIONAL UNIVERSITY
ABN 52 234 063 906**

**ENABLING INDUSTRY ACCESS TO
THE NATIONAL SPACE TEST FACILITY**

Prepared by

ACT Government Solicitor
Level 5, 12 Moore Street
Canberra ACT 2601
Ref: NE:634445

Version

June 2018

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

THE AUSTRALIAN NATIONAL UNIVERSITY of Acton, ACT 2600 ABN: 52 234 063 906, an institution pursuant to the Australian National University Act 1991 (Cwlth) as represented by The Advanced Instrumentation and Technology Centre of the Research School of Astronomy and Astrophysics (**Recipient**).

BACKGROUND

- A. The Recipient has 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 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 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 reports, documents, information or other records created, written or otherwise brought into existence by the Recipient as part of, or for the purpose of the Funded Activity, including all reports (whether in draft or final form), documents, information and data stored by any means. For the avoidance of doubt, this does not include material arising out of the use of the National Space Test Facility such as research findings or reports.
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 *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means:

- (1) in respect of a natural person:
 - (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or
 - (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (2) in respect of all other entities:
 - (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or
 - (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (i) insolvency;
 - (ii) winding up; or
 - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property;

of the entity.

For the purpose of subparagraph (2)(a), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

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 Contact

Officer.

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

Territory means when used:

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

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" include 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 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) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word "include" and any derivation is not to be construed as a word of limitation.

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 under **Item 7 Schedule 1**, 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,and
- (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 financial accounts and other records in compliance with applicable laws, that:
 - (a) detail and document the conduct and management of the Funded Activity;
 - (b) identify the receipt and expenditure of the Grant separately within the Recipient's accounts and records so that at all times the Grant is identifiable;
 - (c) enable all receipts and payments related to the Funded Activity to be identified and reported in accordance with this Deed; and
- (2) 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, their 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 required under **Item 8 Schedule 1**, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing;
 - (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 Grant Material including to supply, reproduce, publish, perform, communicate, broadcast, adapt and copy the Grant Material.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified by **Item 4 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability 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 Default

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

- (1) is the subject of an Insolvency Event;
- (2) fails to undertake the Funded Activity diligently and in a timely manner, having regard to any timeframes specified in this Deed; or
- (3) is in 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 or contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

13. Dispute Resolution

- (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 mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this clause 13 will prejudice the rights of either party to institute proceedings to enforce this 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 notify the Territory of any proposed change to the Funded Activity, including:

- (1) the Funded Activity, its objectives, outcomes or work programs; or
- (2) 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.

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

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. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

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 whichever of the following occurs first:
 - (a) the other party's acknowledgment of receipt by any means,
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
 - (c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

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 12 June 2018 until 12 June 2019.
- Item 2. Grant**
See clauses 1.1 and 2.1
- (1) Grant: \$275,000 (GST Inclusive)
- (2) The Grant is payable as a lump sum. An Invoice may be rendered on or after the execution of this Deed.
- (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 7.1
- (1) For each three month period during the Grant Period, within 30 days of the end of that three month period, the Recipient must provide to the Territory a progress report detailing the progress of the Funded Activity including:
- (a) details of the Recipient's performance against the key performance indicators identified in the Recipient's project proposal annexed to this Deed and marked as "Annexure A"; and
- (b) details of the expenditure of the Grant for the preceding three months.
- (2) Within 30 days of the end of the Grant Period, the Recipient must provide to the Territory a final report including:
- (a) a detailed report of the activities undertaken as part of the Funded Activity;
- (b) the Recipient's performance against the key performance indicators identified in Annexure A;
- (c) a detailed financial acquittal of the Grant; and
- (d) any further information reasonably requested by the Territory.
- Item 4. Other insurance**
- (1) Public Liability Insurance: \$ 10 million (in the

requirements

See clause 10.1

annual aggregate).

- (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 15.8

For the Territory:

Sean Kelly
Manager
Industry, Innovation and Investment
Innovate Canberra, CMTEDD
GPO Box 158
Canberra City ACT 2601
Phone: 6205 8602
Email: sean.kelly@act.gov.au

For the Recipient:

Sch 2 2.2(a)(ii)

School Manager, Research School of Astronomy
and Astrophysics
The Australian National University
Cotter Road, Mt Stromlo
Phone: Sch 2 2.2(a)(ii)
Email: Sch 2 2.2(a)(ii)@anu.edu.au

Item 6. Form of Acknowledgement

See clause 8.1

The following statement must be included in all published material in relation to the Funded Activity: “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, must also be displayed on any promotional material that relates to the Funded Activity.

Item 7. Separate Account

See clause 4.2

A separate account for the Grant is not required.

Item 8. Provision of Drafts

See clause 8.2

For the purposes of clause 8.2 drafts must be provided at least 10 days prior to the publishing or printing of the material.

SCHEDULE 2

THE FUNDED ACTIVITY

The Recipient will use the Grant to provide economical access to the National Space Test Facility (STF) to start-ups, small-medium enterprises and local and regional companies (Industry) in an effort to promote and grow fundamental research into and the testing of space technology in Australia.

As a wider aim, the Funded Activity proposes to showcase the STF as a premier national space research and testing facility in an effort to secure federal funding in the future.

As part of the Funded Activity, the Recipient must:

1. provide matched funding in cash or in kind equivalent to the value of the Grant;
2. appoint and employ a full-time facility manager to support and manage Space Test facility and provide assistance to the Industry users;
3. appoint and employ one full-time technical/support staff member to assist the facility manager;
4. develop and implement a training and certification system for all users of the STF;
5. provide the equivalent of five months' access to the STF over a period of 12 months to Industry for research and testing purposes; and
6. provide the equivalent of five months' access to the STF over a period of 12 months to the Recipient's research groups and the Recipient's external partners.

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Item 1. Territory Promotional Activities

The Recipient agrees to the use of the Recipient's name as an example of an organisation that has been assisted by the Territory in any promotional activities and material in relation to the Key Capability Area Funding Program.



ENABLING INDUSTRY ACCESS TO AUSTRALIA'S NATIONAL SPACE TEST FACILITY

SUMMARY

The Advanced Instrumentation and Technology Centre (AITC) located at the Australian National University's Mount Stromlo Observatory, houses the nation's most advanced space test facility. We request co-funding from the ACT government to provide access to the STF to industry, in particular regional industry, such as the recently formed *Skycraft*, to add to the established areas of cubesat testing, fundamental research, and composite structures testing originating from the Australian and New Zealand research and defence communities. This support will showcase the potential of this ACT based facility to grow the nation's space industry and solidify a case for federal funding as a national facility, for industry and the research communities, from 2019/2020 onwards.

PROJECT OVERVIEW

The National Space Test Facility (STF) comprises state of the art infrastructure to serve national needs. The facilities are housed in the AITC and are owned by the Australian National University. It was established in 2010 to support the development of the next generation of instruments for astronomy and space science.

A small fraction of the various equipment that lives under the umbrella of the STF is shown in Figure 1, including a large thermal vacuum chamber that is able to simulate space conditions for satellites up to a mass of 500kg, well into the midsat range. A complete list of equipment contained within the STF is presented in Table 1.



Figure 1: The AITC National Space Test Facility consists of state of the art equipment and laboratory facilities specifically for the advancement of space industry and research applications. [Top left] QB50 satellite testing in the Wombat XL; [Top right] The large TVAC or WOMBAT XL is Australia's largest space environment chamber; [Bottom right] Vibration testing of the UNSW Canberra Space Buccaneer satellite and; [Bottom left] Metrology testing of a deformable mirror.

Past projects that have completed testing within the STF include space environmental test of Australia's QB50 satellites, space environmental test of DST Group Buccaneer satellite, and testing of the Australian Plasma Thruster. Current projects for 2018 include the UNSW Canberra Space RAAF cubesat missions, both vibration and TVAC, a fundamental research project to investigate the interaction of plasma wind with satellites in low earth orbit, and vibration and thermal vacuum testing of cubesat missions from the University of Auckland.

The STF is a **key space industry enabler** given the growing emphasis on space applications within Australia and New Zealand. The facility provides essential mechanical and environmental testing of spacecraft built within the nation, testing that is mandatory for the acquisition of launch licensing. In addition to spacecraft testing, the STF offers test facilities for composite materials in the space environment for defence, as just one example of a group that have reached out over the past year. The STF is currently operated as a pay per use facility, which has limited the access to only those who can afford to pay. Start-ups, SMEs and University research groups alike have expressed strong interest in using the facility only to find the cost prohibitive. Here, we propose a new funding model for this vital national infrastructure located in Canberra, to provide economical access to the facility in a cost sharing way to promote and grow space industry.

Table 1: Enabling features of the National Space Test Facility

Thermal Vacuum Testing	Plasma cleaning chamber
Thruster Test Facility	Satellite ground station
Vibration and Shock Testing	Cleanrooms (110m2 Class 10,000 & 30m2 Class 10,000)
Detector Test Facility	Precision machining
Electromagnetic interference	3D printing
Mass properties measurement	Surface process laboratory
Optical test and metrology	Thermal cycling

PROGRAM DESCRIPTION AND OBJECTIVES

The objectives of this program are:

- In partnership with the ACT government, to co-invest in the Canberra based National Space Test Facility to provide open access to the nation's space industry/SME community;
- To use this access to stimulate industry growth by offering access to key environmental test infrastructure necessary for the manufacture and testing of spacecraft within Australia;
- To train the workforce in the area of environment testing performed by the sophisticated equipment contained with the STF;
- To maximize the productivity of the STF over the period of 1-1.5 years, with the ultimate goal of transitioning to a **federally funded national capability**, potentially shared between Australia and New Zealand, based on demonstrated high productivity output benefit to both industry and R&D communities.

KEY PERFORMANCE INDICATORS

In the implementation of clearly defined and measurable outcomes, the program will be successful when the following has been achieved within 12 months of the project start date:

- A minimum of 50% of the allocated time to the ACT enabled industry component has been successfully used by existing, or growing, space industry within Australia, with specific emphasis on regional industry;
- The productivity portfolio of the STF contains a compelling industry component for which there is a supportable business (and science) case;
- There is a strong industry component represented on the user and time allocation committee and;
- Results will be presented at venues such as the South Australia Space Forum, and preferably, on the international stage, such as the IAC, to maximise exposure, especially for the industry enabling component of the STF.

PROJECT BUDGET INCLUDING SCOPING

The AITC has been operating the STF on a part time basis since 2013, with use allocated to funded projects only. The AITC – as the key project-based research instrumentation Centre of the ANU - does not receive funding to operate the STF on a full time basis.

To provide the appropriate facilities management, group supervision, training and interface needs required by this new operations model to support national needs, the AITC requires two additional hires with demonstrated skills in the area of space environment testing. Such skills and resource levels are not present in the current organization.

Taking this into account, the costs of operating the facility, where multiple groups of varying expertise are catered successfully in a continuous mode, requires an investment of \$500k/yr.

This \$250k request to the ACT government would contribute to funding:

- A facility manager (\$250k)
- A training and certification system for users (content and online delivery)
- A 5-month time access available over 12 months for allocation to industry/SMEs


Matching contributions from the University include:

- 1x technical / support staff for the facility manager (\$250k, cash)
- AITC contribution for utilities & services (\$50k, in-kind)
- A 5-month time access available for allocation to ANU and external partners such as UNSW Canberra-Space, the NZ agency and DSTG.

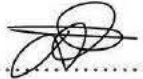
We would greatly welcome the addition of the ACT government to the STF user and time allocation committee. The government may choose instead to nominate specific industry representatives to join the committee, which would be greatly welcomed.

SIGNED AS A DEED ON 13th June 2018 20

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



.....
Signature of Territory delegate



.....
Signature of witness

Debbie Hilton

.....
Print name

Ian Cox

.....
Print name

SIGNED for and on behalf of)
THE AUSTRALIAN NATIONAL)
UNIVERSITY ABN 53 234 063 906 in the)
presence of:)

Sch 2 2.2(a)(ii)

.....
Signature of authorised officer

Sch 2 2.2(a)(ii)

.....
Signature of witness

Sch 2 2.2(a)(ii)

.....
Print name and position

Sch 2 2.2(a)(ii)

.....
Print name

TechBroker Progress Report

20 June 2018

Sch 2 2.2(a)(ii)

*Research School of Computer Science
The Australian National University*

1. 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 such collaborations across the ACT. It will do this by simplifying community access to ANU, UC, CIT and other assets including innovation/design spaces, makerspaces, 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.

2. Activity Report

2.1. Summary of Outcomes

Table 1 details outcomes of the TechBroker project so far. In summary, key outcomes are:

- An initial version of the TechBroker website has been completed and is operational at <http://techbroker.cecs.anu.edu.au/>.

A screen shot of the TechBroker home page is depicted in Figure 1. Additional screen shots can be found in Appendix A.

- TechBroker is now hosting around 28 assets ranging from advanced facilities such as the [ANU Centre for Advanced Microscopy](#) and the [ACT node of the Australian National Fabrication Facility](#), to individual equipment such as laser cutters and 3D Printers at the [ANU Makerspace](#).

A list of all TechBroker assets can be viewed at by clicking the ‘Search’ button with an empty search box at <http://techbroker.cecs.anu.edu.au/>

- Earlier this year we publicly demonstrated and sought feedback on the capabilities of TechBroker at the ANU’s inaugural [Capabilities Expo](#).

At this stage, formal evaluation of the TechBroker platform has not commenced and, to date, we have only expended around \$27,000 of the grant total of \$150,000. This has covered development and administrative costs to date. We are now adding advanced features to the system using a further \$25,000 of the available funds.

Over the next 12 months we propose to use the remaining funds to publicly launch TechBroker, support and evaluate its operation, and transition the platform to CBRIN (see Section 2.3). \$25,000 of this amount will be used to support and evaluate the inclusion of external partners on the TechBroker platform.

Note that the above plan may require a variation to the deed to extend the project completion date to June 2019.

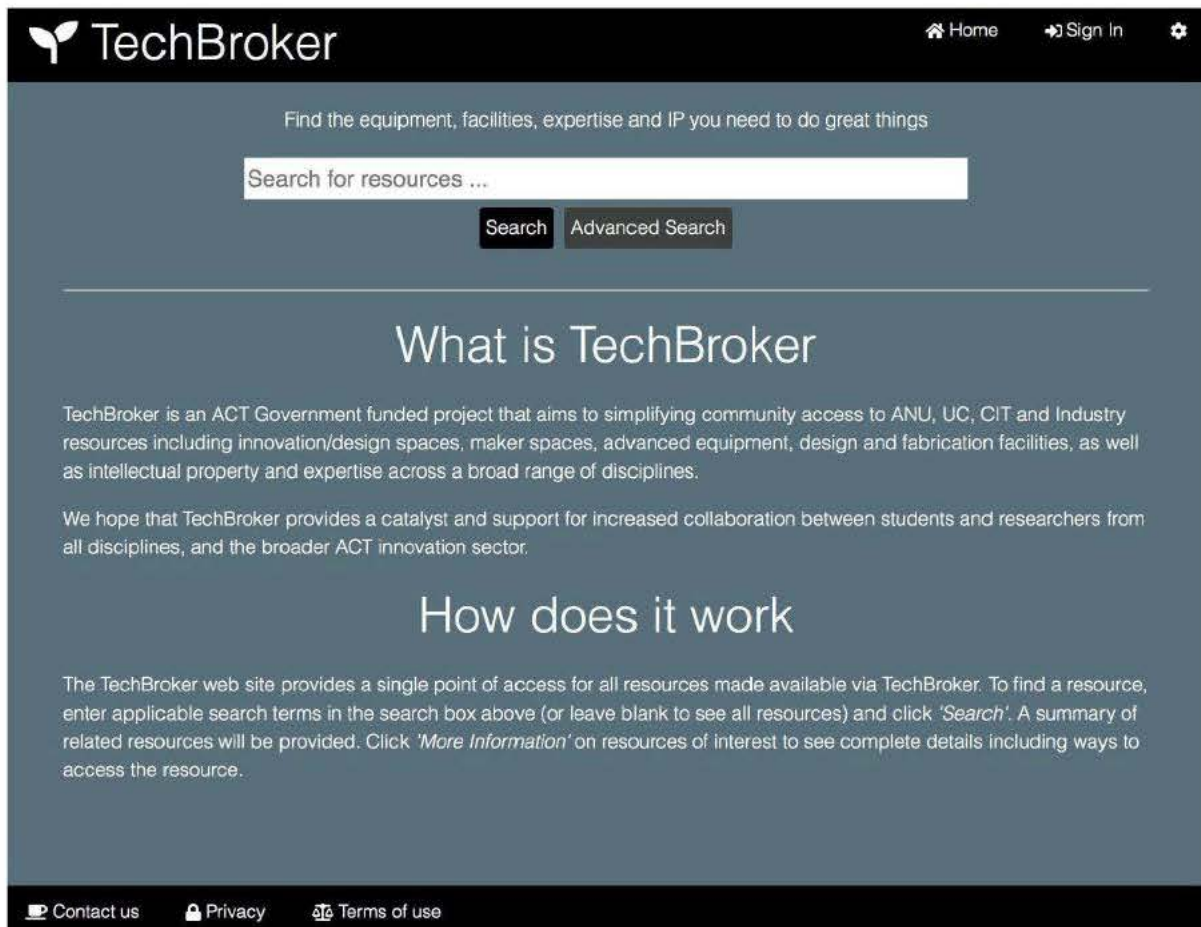


Figure 1. TechBroker Home Page. Users can find assets such as facilities, equipment and expertise by entering search terms and clicking ‘Search’ – not unlike Google.

2.2. Operation of TechBroker beyond the Pilot Phase

As we develop an understanding of how TechBroker is used and the costs involved over the next 12 months, we will develop a budget and strategy for funding the ongoing operation of TechBroker. Central to this will be the transition of TechBroker to CBRIN (see section 2.3) and ensuring that use of the platform remains free and open for the entire ACT. Funding to support ongoing maintenance and promotion of the platform will be sought from institutional sponsors.

2.3. Opportunities for collaboration across the ACT

At present, TechBroker is hosted by the ANU and lists mostly ANU facilities and equipment. We have in-principle agreement from UC, CIT, and a number of small business with specialised equipment and expertise, to list assets on the TechBroker platform. Once the platform goes public, we will work with these organisations to complete their listings.

Because TechBroker is aimed at being a capability for the entire ACT, we have discussed with CBRIN the possibility of that organisation hosting the platform into the future. As a consequence of these discussions, we plan to transition the site to CBRIN at some point during the next 12 months.

2.4. Financial Report

The grant funding has not yet been fully expended. We propose to use the remaining funding to support the operation and evaluation of TechBroker as described in Section 2.1.

The attached financial report details expenditure to date. In summary:

Project Manager / Developer (Sch 2 2.2(a)(ii))	140.0 hours	\$13,802
Casual Developers (students)	405.5 hours	\$12,838
		\$26,640

2.5. Deliverables

Table 2 summarises the status of required deliverables.

3. Additional Information

3.1. Software Development Environment

The TechBroker platform is being developed using modern software engineering practices including Kanban for managing and tracking tasks.

The following tools are being used:

- [GitLab](#) (including use of issues and issue boards to track all work)
- [Django](#) web development framework
- [Nginx](#) web server
- [PostgreSQL](#) database
- [w3.css](#) responsive CSS framework

3.2. GitLab Repository

All artefacts (software source code, project management information, documentation, contracts etc.) are stored and managed in a GitLab repository hosted by the ANU at <https://gitlab.anu.edu.au/TechBroker>

Access to the TechBroker repository can be provided upon request.

Note that when we transition TechBroker to CBRIN, we will move this repository to gitlab.com.

Table 1. Summary of outcomes achieved.

Schedule 2 Reference		Progress	Notes
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.	a) User registration and profile management	Partially Complete Currently only available to the system administrator. Development of end-user registration is scheduled for completion before the public launch of TechBroker.
		b) Asset (equipment, facilities and IP) registration	Complete Asset registration covers a broad range to types and allows arbitrary links to be created between assets, projects, people and organisations.
		c) Registration of training, supervision and legal requirements associated with the use of assets	Complete
		d) Processes to connect users with custodians of registered assets	Complete
		e) Processes for collecting applicable fees associated with the use of assets	N/A This requirement was removed by contract variation. However, we do have a very basic capability planned for development later in the project. This will support asset owners who do not have their own facilities to collect fees.

Table 1. Summary of outcomes achieved (continued).

Schedule 2 Reference		Progress	Notes	
Activity 1 - Establish and trial the TechBroker initiative's website (Deliverable 1) - CONTINUED				
(1)	Develop a web site and database to provide a single point of access for ANU and UC assets made available via TechBroker. (CONTINUED)	f) Collaborative project proposal registration	Complete	The current implementation of TechBroker supports registration of collaborative projects and an ability to link people and assets to such projects. In order to promote such collaborations, we plan to register, support and promote a demonstration project involving a diverse set of assets and participants.
		g) Processes to form teams and connect users with project proposers	Complete	We need to add some examples to demonstrate how this works.
		h) Display and management of project showcase pages	Incomplete	Scheduled for completion before public launch of TechBroker.
		i) Display and management of general information pages	Incomplete	Scheduled for completion before public launch of TechBroker.
		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.	Partially Complete	Basic logging of user interactions, including searches made, has been implemented. Comprehensive logging to support detailed evaluation of TechBroker is scheduled for completion before the public launch.
		k) Facility to search a, b, c, f, h and i above.	Complete	A generic search feature has been implemented. This feature can search all data held in the TechBroker database.

Table 1. Summary of outcomes achieved (continued).

Schedule 2 Reference	Progress	Notes
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.	Complete (exceeded) TechBroker is now hosting around 28 assets ranging from advanced facilities such as the ANU Centre for Advanced Microscopy and the ACT node of the Australian National Fabrication Facility , to individual equipment such as laser cutters and 3D Printers at the ANU Makerspace .
(2)	Registration of one external asset for the purposes of TechBroker evaluation. This asset will be selected to enable effective evaluation of cross-institutional aspects of TechBroker.	Partial We have agreements to list assets from at least two external organisations. Assets offered by these organisations will be listed prior to the public launch 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.	Partial TechBroker has not yet been publicly launched. So, at this stage we have not formally started our evaluation of the platform. However, we have started to informally collect feedback and use that feedback to plan and implement new features. For example, earlier this year, the TechBroker demonstration site was presented to the public at the inaugural ANU Capabilities Expo . In addition to demonstrating the platform, this event provided us an opportunity to elicit feedback from those listed on the platform and those likely to use it to find assets and form collaborations.

Table 1. Summary of outcomes achieved (continued).

Schedule 2 Reference	Progress	Progress
Activity 3 - Reporting		
<p>(a) A written Activity report that provides</p> <ul style="list-style-type: none"> 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. 	Complete	This report. A additional (final) report will be provided at the end of the evaluation activities.
<p>(b) A written financial report of the expenditure of the Grant</p>	Complete	This report. A additional (final) report will be provided at the end of the evaluation activities.

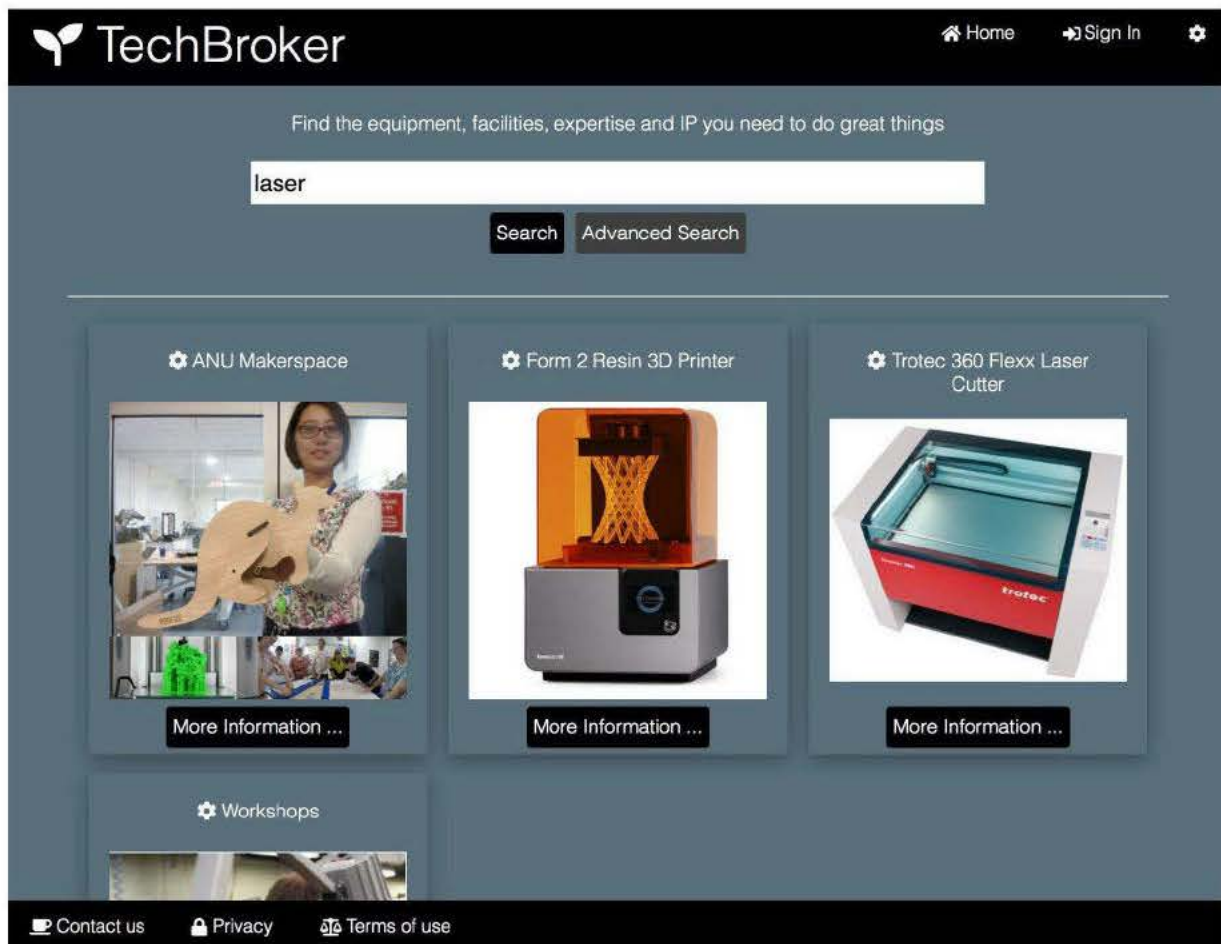
Table 2. Status of required deliverables

	Deliverable	Status	Notes
1	Release 1.0 of the TechBroker website, database and catalogue of ANU and UC assets made available during the Funded Activity.	Complete	Refer Table 1.
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.	Incomplete	<p>TechBroker is not yet publicly operational. So, at this stage we do not have any projects to showcase. However, we have already showcased the TechBroker platform, and have a strategy for showcasing the platform and collaborations it supports as detailed below.</p> <ul style="list-style-type: none"> • ANU Research Capabilities Expo. TechBroker was demonstrated at the ANU Research Capabilities Expo in May this year. The ANU plans to run this expo each year and we plan to participate in these future events with a stand demonstrating our platform and showcasing the collaborations it has facilitated. • Working with TechLauncher. Each semester we hold a significant public showcase of work completed by TechLauncher students. We propose to include a showcase of TechBroker collaborations within each of these showcases. • Other opportunities. When appropriate we will look at showcasing TechBroker and associated collaborations at other events including ANU, UC and CIT open days, as well as industry events.
3	A written activity report, as detailed in Activity 3 (1).	Complete	This report. An additional (final) report will be provided at the end of the evaluation activities.
4	A written financial of the expenditure of the Grant, as detailed in Activity 3 (2)	Complete	This report. A additional (final) report will be provided at the end of the evaluation activities.

Appendix A – Additional TechBroker Screen Shots

A.1 Example Search Results Page

The following figure depicts a typical search results page. Results pages show the name and a picture of each asset found, and a button which can be used to open a page that shows complete details for the selected asset.



A.2 Example Asset Details Page

The following figure depicts a typical asset details page. It shows the name and a description of the selected asset along with a set of images of the asset. The next figure depicts the bottom of a typical details page which shows contact details and relationships between the selected asset and other assets, people, organisations and projects etc.

The screenshot displays the TechBroker website interface. At the top, the TechBroker logo is on the left, and navigation links for Home, Sign In, and a settings icon are on the right. Below the header is a search bar with the placeholder text "Search for resources ..." and two buttons: "Search" and "Advanced Search".

The main content area features a dark header for the selected asset: "Imaging and Cytometry Facility [Facility]". Below this header, the following text is displayed:

The Imaging and Cytometry Facility provides access to fluorescence activated cell sorting (FACS), FACS benchtop cell analysis, fluorescence, confocal and 2 photon microscopy, histology, live cell and animal imaging, data and image analysis, IVIS imaging, micro CT imaging and the Extracellular Flux Analyzer.

The facility is operated on a fee basis – by the hour for equipment and by sample for services. See our webpage shown above for details of charges.

The Imaging and Cytometry Facility is located in JCSMR, Building 131, Garran Road ANU.

For information about access and training, please see our webpage and select New Users and Training. New users can access the facility either by:

- Contacting Facility staff or
- Registering a request for a new account and training request via the webpage Equipment Booking link.

Below the text are five image thumbnails arranged in two rows. The first row contains three images: a person in a lab coat looking at a computer monitor, a green fluorescence micrograph of cells, and a red fluorescence micrograph of cells. The second row contains two images: a blue and red fluorescence micrograph of a cell, and a bioluminescence image of a mouse skeleton with a glowing red area in the abdomen.

At the bottom of the page is a dark footer with three links: "Contact us", "Privacy", and "Terms of use", each accompanied by a small icon.



Contact Information

ANU MakerSpace
Physics Education Centre
Building 38, Science Road
The Australian National University
ACTON, ACT 2601
Australia

E: makerspace@anu.edu.au

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

ANU Makerspace **can be contacted via** [Sch 2 2.2\(a\)\(ii\)](#)

ANU Makerspace **can be contacted via** [Sch 2 2.2\(a\)\(ii\)](#)

Relationships

ANU Makerspace **has** Hand and Power Tools

ANU Makerspace **has a** Form 2 Resin 3D Printer

ANU Makerspace **has a** Trotec 360 Flexx Laser Cutter

ANU Makerspace **has a** Carvey CNC Router

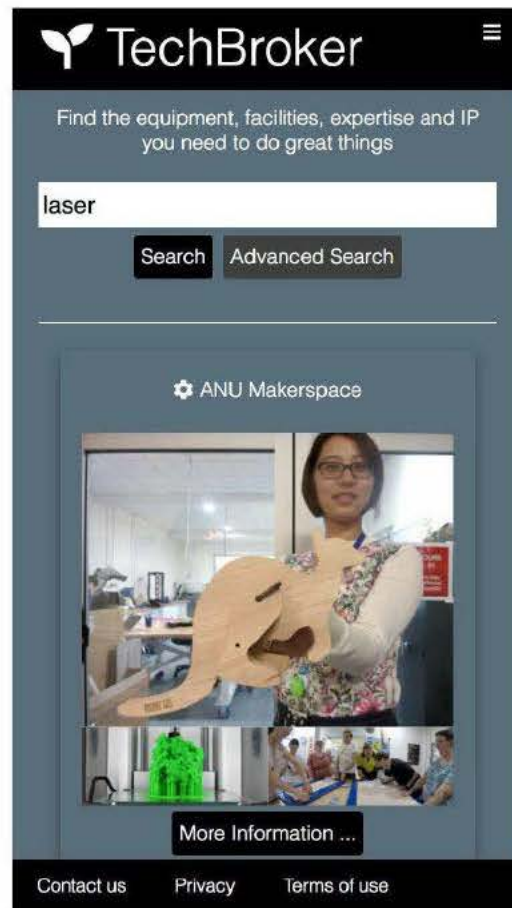
ANU Makerspace **has a** 3D Printer - Ultimaker 3

ANU Makerspace **has a** 3D Printer - Ultimaker 2 Extended

ANU Makerspace **has a** 3D Printer - Ultimaker 2+

A.3 Support for Mobile Devices

The TechBroker web site will operate (and look right) on mobile devices as depicted in the following figures (iPhone 6/7/8).



Fund No: SCE20056
 Project: ACT Chief Minister, Treasury and Economic Development Directorate - Innovate Canberra - TechBroker Project

Donor Ref:
 Chief Investigator: **Sch 2.2.2(a)(ii)**

**STATEMENT OF INCOME AND EXPENDITURE
 For the Period 01 December, 2016 to 30 June, 2018**

	Movement (Actuals + Financial) \$	Adjustments \$	Current Period \$
Unspent Balance as at 01 December, 2016	0.00	0.00	0.00
Add			
9004 ACT Government Grant	140,000.00	0.00	140,000.00
Other Income	140,000.00	0.00	140,000.00
Total Income	140,000.00	0.00	140,000.00
Total Available Funds Before Expenditure	\$140,000.00	\$0.00	\$140,000.00
Less			
5001 Salary Academic - Continuing	10,527.27	0.00	10,527.27
5007 LSL Academic - Continuing	315.82	0.00	315.82
5021 Super Academic - Continuing	1,789.63	0.00	1,789.63
5031 W/Comp Academic - Cont	326.35	0.00	326.35
5041 P/Tax Academic - Cont	843.71	0.00	843.71
5004C Salary Admin Staff - Casual	10,752.63	0.00	10,752.63
5024C Super Admin Staff - Casual	970.55	0.00	970.55
5034C W/Comp Admin Staff - Casual	311.83	0.00	311.83
5044C P/Tax Admin Staff - Casual	803.05	0.00	803.05
Salaries & Related Costs	26,640.82	0.00	26,640.82
Total Expenditure	26,640.82	0.00	26,640.82

Unspent Balance as at 30 June, 2018

\$113,359.18

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

College Engineering & Comp Sc / Rsrch Sch of Computer Science

Contact Officer:

Telephone:

Email: research.accounting@anu.edu.au

Our Reference: SCE20056

Your Reference:

[Donor Address]

Dear Sir/ Madam

**Re: ACT Chief Minister, Treasury and Economic Development Directorate - Innovate Canberra -
TechBroker Project**

Sch 2 2.2(a)(ii)

A Certified Statement of Income and Expenditure for the period 01 December, 2016 to 30 June, 2018 is attached.

Yours faithfully

Sch 2 2.2(a)(ii)

Senior Finance Manager
Research Accounting

Date:

Date: 08 April, 2019

Fund No: SCE20056

Project: ACT Chief Minister, Treasury and Economic Development Directorate - Innovate Canberra - TechBroker Project

Donor Ref:

Period: 01 December, 2016 to 30 June, 2018

(Please circle)

1. Have adjustments been made to the statement? YES NO
If YES, please attach adjustment journal and relevant supporting documentation that is of standard sufficient to pass **internal and external** audit scrutiny.
2. Is there an overspent balance? YES NO
If YES, please indicate the action to be taken by the Business Office:
3. Should the fund be closed? YES NO
If YES:
Is there an unspent balance? If YES: YES NO
(i) Is there to be further expenditure? YES NO
(ii) Or will unspent funds be returned to the donor? * YES NO
*** If unspent funds are to be returned, SPF will request a tax invoice (including GST where applicable) from the donor**
(iii) Complete and submit an Apollo form:
<https://apollo.anu.edu.au/apollo/default.asp?pid=3243&script=true>
4. Has there been an extension to the Project End Date? YES NO
If YES, please forward relevant supporting documentation to SPF.
5. Additional Notes:

Prepared by:

Ext:

I confirm that the income and expenditure were used for carrying out the purpose for which the fund was opened. All supporting documentation for commitments and adjustments to the financial statement are attached.

Business Officer Name:

Signature:

Date:

I, as the Chief Investigator, certify that the funds awarded have only been spent for the purposes of the project for which they were intended and in accordance with the contractual conditions under which the funding has been provided. I understand that funds not applied in this way may be recovered by the funding body

Chief Investigator Name: Sch 2.2.2(a)(ii)

Signature:

Date:

Statement Review Checklist

SCE20056

ACT Chief Minister, Treasury and Economic Development Directorate - Innovate Canberra - TechBroker Project

Sch 2 2.2(a)(ii)

CONTRACT

Does the statement need an audit? External or Internal	
Does the statement need to be reported against budget?	
Is the financial report to be submitted online? Who has login & password details? Signed coversheet must be received by F&BS prior to any online submission of financial data.	
Does the statement require reporting of additional sources of income/expenditure?	
Does the statement require reporting of in-kind contributions from the University?	
Is expenditure limited in any way e.g. eligible/ineligible, not to exceed budget, budget variations by written approval?	

PRESENTATION

If first statement or whole of life, check start date on cover sheet/ARIES record matches statement start date.	
If a later statement, check end date on previous statement immediately precedes period opening report date.	
Check if statement reporting period matches reporting frequency on cover sheet/ARIES record. If not, is there any correspondence (e.g. email) to indicate reason for specially prepared statement?	
Check Project Title on statement is correct, including spelling (refer to original contract) - Update ESP to correct	
If statement is being prepared after inactivation, remove 'CLOSED/PENDING' from project title in 'ProjGr't worksheet only	
Check if donor format is required for statement. If donor format/template is not available from website contact F&BS Research Accounting and request that a writeable version be provided.	
Check Chief Investigator is correct.	
Check Donor Ref is correct (if applicable).	
Review fund end date. If end date is past, but unspent funds remain, confirm with CI if an extension will be sought or has been approved. Check with Research Office if ARIES record has been amended (end date & milestones) and if relevant documentation has been uploaded.	
When review is complete and all adjustments made, create a copy of the 'Statement' worksheet, name it 'Statement for signing' and hide the Movement & Adjustment columns and select Total Level 2	

FINANCIAL DATA

If later statement, check that opening balance equals closing balance on previous statement.	
----------------------------------------------------------------------------------------------	--

Review any reversing adjustments from previous period's statement against actual transactions in current report. If the actual transaction has not been processed, then the adjustment entry will need to be processed again.	
Review the original (or updated) budget to see if actual expenditure fits into categories.	
Ensure statement includes all relevant subprojects when submitting Funds Provider Statement report.	
Check that all 1770 balances have been offset against the relevant income codes. (Must be processed as adjustment journals)	
Check that any 'Transfers From another Ledger' (7001) have been offset against the relevant expenditure code/s. If amount is ANU contribution to the project change the Category Description.	
Review any 'Transfers To another Ledger' (7000) and identify a more appropriate expenditure code (5xxx, 85xx, 72xx). Process an adjustment journal and ensure Actuals journal is processed ASAP reversing incorrect entry and processing correct entry.	
Ensure any cost recoveries have been offset against the relevant expenditure codes (e.g. A/c 9309, 9200). Notional entry on statement only. If multiple expenditure codes are offset, insert a worksheet to identify movements on statement.	
If there is a credit on an expense line, review reason for the credit. It may relate to an expenditure line from a previous reporting period or it may have been posted to an incorrect account code.	
Conduct a brief review of transactions and identify any abnormal transactions. Abnormal = Description doesn't fit the expenditure code; description is meaningless; expenditure is ineligible for the project	
If there are any outstanding advances (14xx) they may need to be followed up for clearing prior to finalising the project.	
If statement is being prepared for internal/external audit - attach PCA Reconciliation worksheet	

Foreign Currency Statements (prepared by F&BS Research Accounting)

Additional Steps for Review

Additional column for foreign currency	
Check that the spot exchange rate is used for each transaction line for foreign currency statements (excluding income) except where exchange rate to be applied is specified in the contract	
Check that any exchange gains/losses have been removed from statement where applicable (process actual journals).	

SENDING TO F&BS RESEARCH ACCOUNTING

Pdf of signed Yes/No and any support documentation	
Excel version of Funds Provider Statement	
Any additional documentation required to be sent with statement e.g. invoice, narrative report	

Fund No: SCE20056
 Project: ACT Chief Minister, Treasury and Economic Development Directorate - Innovate Canberra - TechBroker Project

Donor Ref:
 Chief Investigator: Sch 2 2.2(a)(ii)

STATEMENT OF INCOME AND EXPENDITURE
 For the Period 01 December, 2016 to 30 June, 2018

	Movement (Actuals + Financial) \$	Adjustments \$	Current Period \$
Unspent Balance as at 01 December, 2016	0.00	0.00	0.00
Add			
9004 ACT Government Grant	140,000.00	0.00	140,000.00
Other Income	140,000.00	0.00	140,000.00
Total Income	140,000.00	0.00	140,000.00
Total Available Funds Before Expenditure	\$140,000.00	\$0.00	\$140,000.00
Less			
5004C Salary Admin Staff - Casual	10,752.63	0.00	10,752.63
5024C Super Admin Staff - Casual	970.55	0.00	970.55
5034C W/Comp Admin Staff - Casual	311.83	0.00	311.83
5044C P/Tax Admin Staff - Casual	803.05	0.00	803.05
Salaries & Related Costs	12,838.06	0.00	12,838.06
Total Expenditure	12,838.06	0.00	12,838.06
Unspent Balance as at 30 June, 2018			\$127,161.94

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

ACTUALS & FINANCIAL Movement for the Period 01 December, 2016 to 30 June, 2018

Account	Journal Date	Journal Line Description	Journal ID	Line Ref	Monetary Amount	Fund	Department	Project	Node Descr	Year	Period	Ledger
1770	12-12-2016		AR00646452	453748	99,000.00	S	CE200	56	Other Income	2016		13 ACTUALS
1770	22-04-2017		AR00657489	453748	(99,000.00)	S	CE200	56	Other Income	2017		4 ACTUALS
1770	13-06-2017		AR00662060	457141	55,000.00	S	CE200	56	Other Income	2017		6 ACTUALS
1770	24-06-2017		AR00663253	457141	(55,000.00)	S	CE200	56	Other Income	2017		7 ACTUALS
1770 Total					0.00							
9004	12-12-2016	First payment_TechBroker_Flint	AR00646452	453748	(90,000.00)	S	CE200	56	Other Income	2016		13 ACTUALS
9004	13-06-2017	2nd payment_TechBroker_Flint	AR00662060	457141	(50,000.00)	S	CE200	56	Other Income	2017		6 ACTUALS
9004 Total					(140,000.00)							
					(140,000.00)				Other Income Total			
5004C	26-07-2017	HR Salaries	HR00666091		2,887.86	S	CE200	56	Salaries & Related Costs	2017		8 ACTUALS
5004C	23-08-2017	HR Salaries	HR00668644		123.77	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5004C	06-09-2017	HR Salaries	HR00669838		165.02	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5004C	06-09-2017	HR Accrual Entries	HR00669839		33.00	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5004C	20-09-2017	HR Salaries	HR00671147		247.53	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5004C	20-09-2017	HR Accrual Reversal Entries	HR00671406		(33.00)	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5004C	04-10-2017	HR Salaries	HR00672176		1,443.93	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5004C	04-10-2017	HR Accrual Entries	HR00672177		288.79	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5004C	18-10-2017	HR Accrual Reversal Entries	HR00673776		(288.79)	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5004C	01-11-2017	HR Accrual Entries	HR00674744		195.44	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5004C	01-11-2017	HR Salaries	HR00674743		977.21	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5004C	15-11-2017	HR Accrual Reversal Entries	HR00676371		(195.44)	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5004C	29-11-2017	HR Salaries	HR00677361		254.92	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5004C	29-11-2017	HR Accrual Entries	HR00677362		50.98	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5004C	13-12-2017	HR Salaries	HR00678683		2,697.96	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5004C	13-12-2017	HR Accrual Reversal Entries	HR00679104		(50.98)	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5004C	31-12-2017	Salary Accrual 1st Pay 2018	0000681720		390.89	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5004C	31-12-2017	Salary Accrual 1st Pay 2018	0000682010		(390.89)	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5004C	31-12-2017	Salary Accrual 1st Pay 2018	0000682027		390.89	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5004C	01-01-2018	Salary Accrual 1st Pay 2018	0000682027		(390.89)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5004C	01-01-2018	Salary Accrual 1st Pay 2018	0000682010		390.89	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5004C	01-01-2018	Salary Accrual 1st Pay 2018	0000681720		(390.89)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5004C	10-01-2018	HR Salaries	HR00680906		1,954.43	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5004C Total					10,752.63							
5024C	26-07-2017	HR Salaries	HR00666091		274.35	S	CE200	56	Salaries & Related Costs	2017		8 ACTUALS
5024C	04-10-2017	HR Salaries	HR00672176		137.17	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5024C	04-10-2017	HR Accrual Entries	HR00672177		27.43	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5024C	18-10-2017	HR Accrual Reversal Entries	HR00673776		(27.43)	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5024C	01-11-2017	HR Salaries	HR00674743		92.83	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5024C	01-11-2017	HR Accrual Entries	HR00674744		18.57	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5024C	15-11-2017	HR Accrual Reversal Entries	HR00676371		(18.57)	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5024C	29-11-2017	HR Salaries	HR00677361		24.22	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5024C	29-11-2017	HR Accrual Entries	HR00677362		4.84	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5024C	13-12-2017	HR Salaries	HR00678683		256.31	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5024C	13-12-2017	HR Accrual Reversal Entries	HR00679104		(4.84)	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5024C	31-12-2017	Super Accrual 1st Pay 2018	0000681719		37.13	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5024C	31-12-2017	Super Accrual 1st Pay 2018	0000682015		(37.13)	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5024C	31-12-2017	Super Accrual 1st Pay 2018	0000682031		37.13	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5024C	01-01-2018	Super Accrual 1st Pay 2018	0000682015		37.13	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5024C	01-01-2018	Super Accrual 1st Pay 2018	0000681719		(37.13)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5024C	01-01-2018	Super Accrual 1st Pay 2018	0000682031		(37.13)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS

ACTUALS & FINANCIAL Movement for the Period 01 December, 2016 to 30 June, 2018

Account	Journal Date	Journal Line Description	Journal ID	Line Ref	Monetary Amount	Fund	Department	Project	Node Descr	Year	Period	Ledger
5024C	10-01-2018	HR Salaries	HR00680906		185.67	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5024C Total					970.55							
5034C	26-07-2017	HR Salaries	HR00666091		89.52	S	CE200	56	Salaries & Related Costs	2017		8 ACTUALS
5034C	23-08-2017	HR Salaries	HR00668644		3.84	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5034C	06-09-2017	HR Salaries	HR00669838		5.12	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5034C	06-09-2017	HR Accrual Entries	HR00669839		1.02	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5034C	20-09-2017	HR Salaries	HR00671147		7.67	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5034C	20-09-2017	HR Accrual Reversal Entries	HR00671406		(1.02)	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5034C	04-10-2017	HR Salaries	HR00672176		44.76	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5034C	04-10-2017	HR Accrual Entries	HR00672177		8.95	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5034C	18-10-2017	HR Accrual Reversal Entries	HR00673776		(8.95)	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5034C	01-11-2017	HR Salaries	HR00674743		30.29	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5034C	01-11-2017	HR Accrual Entries	HR00674744		6.06	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5034C	15-11-2017	HR Accrual Reversal Entries	HR00676371		(6.06)	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5034C	29-11-2017	HR Salaries	HR00677361		7.90	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5034C	29-11-2017	HR Accrual Entries	HR00677362		1.58	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5034C	13-12-2017	HR Salaries	HR00678683		83.64	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5034C	13-12-2017	HR Accrual Reversal Entries	HR00679104		(1.58)	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5034C	31-12-2017	Workers Comp Accrual 1st Pay 2	0000681718		7.82	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5034C	31-12-2017	Workers Comp Accrual 1st Pay 2	0000682018		(7.82)	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5034C	31-12-2017	Workers Comp 1st PR 2018	0000682025		7.82	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5034C	01-01-2018	Workers Comp Accrual 1st Pay 2	0000682018		7.82	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5034C	01-01-2018	Workers Comp 1st PR 2018	0000682025		(7.82)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5034C	01-01-2018	Workers Comp Accrual 1st Pay 2	0000681718		(7.82)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5034C	10-01-2018	HR Salaries	HR00680906		39.09	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5034C Total					311.83							
5044C	26-07-2017	HR Salaries	HR00666091		216.61	S	CE200	56	Salaries & Related Costs	2017		8 ACTUALS
5044C	23-08-2017	HR Salaries	HR00668644		8.48	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5044C	06-09-2017	HR Salaries	HR00669838		11.30	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5044C	06-09-2017	HR Accrual Entries	HR00669839		2.26	S	CE200	56	Salaries & Related Costs	2017		9 ACTUALS
5044C	20-09-2017	HR Salaries	HR00671147		16.96	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5044C	20-09-2017	HR Accrual Reversal Entries	HR00671406		(2.26)	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5044C	04-10-2017	HR Salaries	HR00672176		108.31	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5044C	04-10-2017	HR Accrual Entries	HR00672177		21.66	S	CE200	56	Salaries & Related Costs	2017		10 ACTUALS
5044C	18-10-2017	HR Accrual Reversal Entries	HR00673776		(21.66)	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5044C	01-11-2017	HR Salaries	HR00674743		73.30	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5044C	01-11-2017	HR Accrual Entries	HR00674744		14.66	S	CE200	56	Salaries & Related Costs	2017		11 ACTUALS
5044C	15-11-2017	HR Accrual Reversal Entries	HR00676371		(14.66)	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5044C	29-11-2017	HR Salaries	HR00677361		19.12	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5044C	29-11-2017	HR Accrual Entries	HR00677362		3.82	S	CE200	56	Salaries & Related Costs	2017		12 ACTUALS
5044C	13-12-2017	HR Salaries	HR00678683		202.37	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5044C	13-12-2017	HR Accrual Reversal Entries	HR00679104		(3.82)	S	CE200	56	Salaries & Related Costs	2017		13 ACTUALS
5044C	31-12-2017	Payroll Tax 1st Payroll 2018	0000682024		29.32	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5044C	31-12-2017	PTax Accrual from 1st Pay 2018	0000682033		(29.32)	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5044C	31-12-2017	PTax Accrual from 1st Pay 2018	0000681715		29.32	S	CE200	56	Salaries & Related Costs	2017		998 ACTUALS
5044C	01-01-2018	PTax Accrual from 1st Pay 2018	0000681715		(29.32)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5044C	01-01-2018	Payroll Tax 1st Payroll 2018	0000682024		(29.32)	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5044C	01-01-2018	PTax Accrual from 1st Pay 2018	0000682033		29.32	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5044C	10-01-2018	HR Salaries	HR00680906		146.60	S	CE200	56	Salaries & Related Costs	2018		1 ACTUALS
5044C Total					803.05							

ACTUALS & FINANCIAL Movement for the Period 01 December, 2016 to 30 June, 2018

Account	Journal Date	Journal Line Description	Journal ID	Line Ref	Monetary Amount	Fund	Department	Project	Node Descr	Year	Period	Ledger
					12,838.06				Salaries & Related Costs Total			
					(127,161.94)				Grand Total			

ADJUSTMENT Movement for the Period 01 December, 2016 to 30 June, 2018

Account	Journal Date	Journal Line Description	Journal ID	Line Ref	Monetary Amount	Fund	Department	Project	Node Descr	Year	Period	Ledger
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Project Grant Description Information SCE20056

DeptID	Fund	Proj/Gr	Description	Donor Ref	Chief Investigator	Name	LastName
CE200	S	56	ACT Chief Minister, Treasury and Economic Development Directorate - Innovate Canberra - TechBroker Project	U4022606	Shayne	Flint	



SHORT FORM CONTRACT
for Goods and/or Services - \$25,000 and \$200,000

DATE: 22/06/2018

PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Procurement Reference Number:	
Contract Number:	ANU 22062018

Territory

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988 (Cth)</i> represented by Chief Minister, Treasury & Economic Development Directorate (Territory).		
Address:	Level 3, Canberra Nara House, 1 Constitution Avenue, Canberra City, ACT 2601		
Territory Contract Manager:	Helen Stokes, Senior Manager, Healthy and Active Living	Ph: 02 6205 0958	Email: helen.stokes@act.gov.au

Supplier

Name:	The Australian National University, Research School of Population Health (Supplier)		
ABN:	52 234 063 906		
Address:	National Centre for Epidemiology and Population Health, The Australian National University, Building 62, Mills Road, Canberra, ACT 2602		
Supplier Contract Manager:	Sch 2 2.2(a)(ii) [REDACTED]	Ph: Sch 2 2.2(a)(ii)	Email: Sch 2 2.2(a)(ii) @anu.edu.au

1 – TERM

The commencement date is when this Contract is signed by the second party. The term of this Contract is until 15 December 2018.

The term of this Contract may be extended by the written agreement of the parties, prior to the Contract expiration date. The maximum term of this contract is twelve (12) months.

2 – THE SUPPLIES

The Supplies to be delivered by the Supplier are a literature review on existing policies and interventions that aim to overcome time barriers to healthy living. The review will critically discuss these interventions and their benefits, including co-benefits.

Further detail on how the Supplies will be delivered are as set out in Attachment A – *Supplier's Proposal*.

3 – TIMING AND DELIVERY DATES

The Supplies are to be delivered in accordance with the following table:

Milestone/ Deliverable	Date
Contract agreement	26 June 2018
Research team appointed	30 July 2018
Meet to clarify project, expectations and communications	30 July 2018
Meet to discuss draft report	5 October 2018
Draft report	12 October 2018
Meet to discuss final report	19 October 2018
Final Report	2 November 2018

4 – DELIVERY LOCATION AND INSTRUCTIONS (FOR SUPPLIES THAT INCLUDE GOODS)

The Supplies must be provided to the Territory Contract Manager by email.

5 – CONTRACT PRICE AND PAYMENT

The Contract Price is \$49,000 (excluding GST) and \$53,900 (including GST). It is payable in instalments in accordance with the following table. Clause 2 of Attachment B - *General Conditions of Contract* applies.

Instalment	Amount of Instalment (including GST)	Milestone/ Deliverable	Date for Completion of Milestone/ Deliverable
1	\$42,900 (incl GST)	Proposal	26 June 2018
2	\$11,000 (incl GST)	Final Report	2 November 2018

6 – WARRANTY PERIOD (FOR SUPPLIES THAT INCLUDE GOODS)

Not applicable.

7 – CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

This Contract is a notifiable contract for the purposes of the Procurement Act and confidential text, and the grounds on which this text is confidential is set out below. Clause 9 of Attachment B - *General Conditions of Contract* applies.

Text of this contract considered to be Confidential Text	Applicable grounds under section 35(1) Procurement Act
Insert details of confidential text	Insert grounds
Insert details of confidential text	Insert grounds
Insert details of confidential text	Insert grounds

8 – INSURANCE

The Supplier must effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

1. Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
2. Professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Territory.

SIGNED AS A CONTRACT ON 22 June 2018

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY

[Signature]
Signature of Territory delegate

in the presence of:

KAREENA ARTHY
Print name

[Signature]
Signature of witness

HELEN STOKES
Print name

SIGNED for and on behalf of the
THE AUSTRALIAN NATIONAL UNIVERSITY (ABN: 52 234 063 906)

Sch 2 2.2(a)(ii)
Signature of director/authorised officer/individual

Sch 2 2.2(a)(ii)
Print name

in the presence of:

Sch 2 2.2(a)(ii)
Signature of director/secretary/witness Signature of second authorised officer*

Sch 2 2.2(a)(ii)
Print name Print name and position

Affix common seal
if required under
constitution

Note
Date: Must be dated on the date the last party signs the contract or, if signed counterparts of the contract 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 (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
Individual: Must be signed by the individual supplier and witnessed.
Incorporated Association: As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.

ATTACHMENT A – SUPPLIER'S QUOTATION

See attached proposal entitled, 'Time as a barrier to healthy and active living' by Prof Lyndall Strazdins from the Research School of Population Health at the Australian National University.

ATTACHMENT B – GENERAL CONDITIONS OF CONTRACT

- 1. Provision of Supplies**
- 1.1 The Supplier must provide the Supplies according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Supplier is engaged.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in this Contract.
- 2. Contract Price**
- 2.1 Except if otherwise stated in this Contract, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
- (b) inclusive of GST and all other taxes, duties and charges; and
- (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Contract, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.
- 3. Delivery and Acceptance**
- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Contract, in good order and condition and marked with the relevant Reference Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Contract.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any timeframe specified by the Territory, remove the Supplies (in the case of goods) and:
- (a) replace any rejected Supplies that are goods; and
- (b) re-perform any rejected Supplies that are services; or
- (c) refund any payment for the rejected Supplies.
- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.
- 4. Title and Risk**
- Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.
- 5. Warranty**
- For Supplies that are goods, the Supplier must:
- (a) during any warranty period specified in the Contract, without delay and at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
- (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,
- however:
- (c) this does not in any way relieve the Supplier of any obligation or warranty by it under this Contract; and
- (d) the Supplier is liable for all costs incidental to the discharge of any warranty under this Contract.
- 6. Ownership and use of material**
- 6.1 Ownership of:
- (a) all Contract Material, including any intellectual property rights, vests on its creation with the Supplier;
- (b) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (c) all Support Material, including any intellectual property rights, remains the property of the Supplier.
- 6.2 The Supplier:
- (a) grants to the Territory, a perpetual, non-exclusive, non-transferable, royalty-free limited licence to use the Support Material and Contract Material to the extent necessary for the Territory to obtain the full benefit of the Supplies; and
- (b) warrants that the Territory's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.
- 6.3 The Supplier must safeguard and preserve Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on expiration or termination of this Contract (other than copies that the Territory authorised the Supplier to retain).

7. Supplier's Personnel

The Supplier must, in providing the Supplies:

- (a) engage only persons who have the skills, training and expertise appropriate for the Supplies; and
- (b) comply with all reasonable requirements notified by the Territory regarding suitability and fitness of persons engaged for the provision of the Supplies.

8. Non-disclosure of Territory Information

The Supplier must:

- (a) use Territory Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
- (b) not transfer Territory Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Territory;
- (c) notify the Territory immediately if the Supplier becomes aware that a disclosure of Territory Information may be required by law or any unauthorised disclosure of Territory Information has occurred; and
- (d) in respect of any Personal Information held in connection with this Contract:
 - (i) comply with the TPPs and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - (ii) 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 Information Privacy Commissioner under the Information Privacy Act.

9. Confidential Text under the Procurement Act

9.1 In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential.

9.2 Except as provided in this Contract, the Territory must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:

- (a) is required or authorised to be disclosed under law;
- (b) is reasonably necessary for the enforcement of the criminal law;
- (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

- (d) is generally available to the public;
- (e) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
- (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

10. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all 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 Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination

The Territory may terminate this Contract in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

12. Conduct in Territory Premises

The Supplier must, when using Territory premises or facilities, comply with all reasonable directions of the Territory.

13. Notices

Any notice or communication under this Contract will be effective if it is in writing, and delivered to the other party. A notice will be deemed to have been delivered:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two business days;
- (c) 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
- (d) if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

14. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15. Survival

Clauses 6, 7 and 8 of this Contract survive the termination or expiration of this Contract.

16. Applicable Law

The laws of the Australian Capital Territory apply to this Contract.

17. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

19. Definitions and Interpretation

"Contract Material" means all material created, written or otherwise brought into existence as part of, or for the purpose of providing the Supplies including all reports (whether in draft or final form), documents, information and data stored by any means.

"Information Privacy Act" means the *Information Privacy Act 2014* (ACT).

"Invoice" means an invoice that:

- (a) if GST is payable in respect of the provision of the Supplies, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) clearly sets out details of the Supplies provided and of the amount that is due for payment, is correctly calculated and is in respect of Supplies provided in accordance with this Contract;
- (c) is accompanied by any other details or reports required under this Contract; and
- (d) is rendered at the time/s specified in clause 2.2.

"Personal Information" is information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (a) whether the information is true or not; and

- (b) whether the information or opinion is recorded in a material form or not,

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT) about the individual.

"Reference Number" means the relevant, purchase order number, quote number or contract number for the provision of the Supplies.

"Supplies" means the goods and/ or services the subject of this Contract.

"Support Material" means the material specified as support material in the Contract (if any).

"Territory Information" means the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (b) is notified (whether in writing or not) by the Territory to the Supplier as being confidential; or
- (c) is Personal Information,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of this Contract;
- (e) has been independently developed or acquired by the Supplier; or
- (f) has been notified by the Territory to the Supplier as not being confidential.

"Territory Material" means any material provided by the Territory to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means.

"TPPs" means the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.

"TPP Code" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Supplies.

SPECIAL CONDITIONS

Not used.

Time as a barrier to healthy and active living

Contact: Sch 2 2.2(a)(ii) Research School of Population Health
The Australian National University
Building 62, Mills Rd
Canberra ACT 2601
ABN: 52 234 063 906
Sch 2 2.2(a)(ii)
Sch 2 2.2(a)(ii)@anu.edu.au

Summary of the proposal

Lack of time has become the key barrier for people making the healthy behaviour changes necessary for preventing chronic disease and promoting their mental and physical wellbeing. This proposal will provide a review of the published literature on initiatives, interventions and policies for overcoming time barriers to services, treatment, exercise and healthy living. We consider potential precedents in portfolios that include service delivery, health, urban planning and transport, and social and economic policy. A report will be provided to ACT Health summarising the analysis of the literature.

Aims

- Inform policy and program development in the ACT
- Identify further research and collaboration needed to improve understanding of, and ways to address, time as a barrier to healthy and active living

Context to the proposal

Policies and programs targeted at improving population health often have an unacknowledged time dimension, a vital resource, like income, that can constrain uptake. Work has intensified and demographic trends create acute pressures for adults combining working with caring. Commutes are increasing, especially in major cities, further adding to sedentary time demands on people. These trends combine so that lack of time has become the number one reason, ahead of income or knowledge, for why people are not sufficiently active or eating healthy food. As the modern epidemics of obesity, diabetes and heart disease place increasing pressure on health service and hospital costs, the challenge for policy is to design interventions that will succeed and can address time barriers.

This proposal scopes precedents and initiatives for interventions that consider time as well as income barriers, nationally and internationally. We will include initiatives undertaken by policy makers to reduce or save time for citizens, or help people combine healthy choices with other important priorities and activities.

Deliverables

We will produce a literature review on existing policies and interventions that aim to overcome time barriers to healthy living. The review will critically discuss these interventions and their benefits, including co-benefits.

Personnel

This work will be undertaken at the National Centre for Epidemiology and Population Health (NCEPH), Research School of Population Health, Australian National University. The project will be overseen by **Sch 2 2.2(a)(ii)**, with input from an Academic and Research Assistant employed at the ANU.

Budget and Justification

The budget for this project covers salary, on-costs and indirect costs for Professor Lyndall Strazdins, a Research Fellow (Academic Level B), and a research assistant to prepare the report.

Item	Description	Cost
Salaries & Related Costs		
Sch 2 2.2(a)(ii)	Academic E – 8 days	\$11,875
Academic B2	Academic B – 25 days	\$21,500
Research Assistant	ANU A06 – 25 days	\$15,625
Total		\$49,000 (ex GST)

Timeline and Milestones

This project will commence on 26 June 2018 and a final report will be submitted on 2 November 2018.

Milestone/Deliverable	Date (by)
Contract agreement	26 June 2018
Research team appointed	30 July 2018
Meet to clarify project, expectations and communications	30 July 2018
Meet to discuss draft report	5 October 2018
Draft report	12 October 2018
Meet to discuss final report	19 October 2018
Final Report	2 November 2018



Australian
National
University

KCA Report

STF Access for Industry

Q1 Report July-Sept 2018

Research School of Astronomy and Astrophysics
Advanced Instrumentation and Technology Centre

Sch 2 2.2(a)(ii)

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

The Australian National University

Canberra ACT 2601 Australia

www.anu.edu.au

CRICOS Provider No. 00120C

ENABLING INDUSTRY ACCESS TO AUSTRALIA'S NATIONAL SPACE TEST FACILITY

PROGRAM DESCRIPTION AND OBJECTIVES

The objectives of this program are:

- In partnership with the ACT government, to co-invest in the Canberra based National Space Test Facility to provide **open access** to the nation's space industry/SME community;
- To use this access to stimulate industry growth by offering access to key environmental test infrastructure necessary for the manufacture and testing of spacecraft within Australia;
- To train the workforce in the area of environment testing performed by the sophisticated equipment contained with the STF;
- To maximize the productivity of the STF over the period of 1-1.5 years, with the ultimate goal of transitioning to a **federally funded national capability**, potentially shared between Australia and New Zealand, based on demonstrated high productivity output benefit to both industry and R&D communities.

Q1 OVERVIEW

The first few months were dedicated on setting up the STF management, communicating about the facilities and attract more engagement. A higher interest from industry was noted, resulting in an increased use of the facilities in Q2 (to be developed in next report).

PROGRESS AGAINST KEY INDICATORS

Appointment of Space Test Facilities Manager

The AITC has advertised role of Space Test Facilities Manager in July 2018. We have identified world class Space Test Engineer, but due to the changes on visa requirements and immigration laws we were not able to appoint highly suitable candidate. We have re-advertised role with the closing date mid-January 2019.

In order to progress work and meet specific grant requirements, we have engaged external local company TRS engineering to manage facilities until we recruit suitable candidate in 2019.

Engagement with Industry

In the period July to September, we have engaged with industry to promote access to the facilities at various forums and events such as:

- UNSW CubeSat workshop
- CSIRO Workshop 2.0
- AIAA

We also promoted the STF on our website and media releases.

We have received positive feedback and lots of interest from the industry. Notably the following companies showed interest in using facilities for testing:

- Locata
- Saber
- Innovor
- SpaceKraft
- Gilmour Space
- HEO Robotics
- SERC

In the first quarter of 2019, we are planning to do **industry roadshow** to promote the access. The **first User Committee meeting** is scheduled for early 2019.

We have engaged in various discussions with BAE Systems and UNSW Canberra space to leverage the access and offer more capabilities to the industry.

Training and certification

In the first quarter we have run webinar and hands on training for University of Auckland and University of Melbourne Space Program. Our technical team is in discussions with Bruel&Kjaer to organise training course for wider professional community. We are expecting this to take place next year.

From: "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>
Sent: 02/07/2018 4:28 PM
To: "Chick, Brent" <Brent.Chick@act.gov.au>
Cc: "Mpaso, Chimwemwe" <Chimwemwe.Mpaso@act.gov.au>; "Hartley, Laura" <Laura.Hartley@act.gov.au>; "Chan, Daniel" <Daniel.Chan@act.gov.au>
Subject: Re: MeriSTEM CBR Innovation Development Fund project [SEC=UNCLASSIFIED]
Attachments: IDF report general.docx

Hi Brent,

Please find attached our report for the extended grant period. As you predicted, we are still waiting on the final report from our central finance people. The account has been cleared, so we are waiting for approval from within the chain. Once I have that final financial report I will send it through, as well.

Apologies for the delay in getting this to you.

Cheers,

[REDACTED]

On 12/06/2018 11:41 AM, Chick, Brent wrote:

Hi [REDACTED]

Not a problem. I thought it would be wise to draw your attention to the financial report as detailed in Item 6 (b) below. Our recent experience with the ANU is that this can take some time as you need to work with the central finance area so I would suggest getting the ask in front of them as soon as you can to get the ball rolling.

Cheers

From: Sch 2 2.2(a)(ii) <[REDACTED]@anu.edu.au>
Sent: Tuesday, 12 June 2018 10:28 AM
To: Chick, Brent <Brent.Chick@act.gov.au>
Cc: Mpaso, Chimwemwe <Chimwemwe.Mpaso@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>
Subject: Re: MeriSTEM CBR Innovation Development Fund project [SEC=UNCLASSIFIED]

Hi Brent,

Apologies for not getting back to you on Friday. I was out of the office on Friday unexpectedly, which has also pushed back the anticipated time that I'd get you the report to tomorrow. I'll let you know how we're tracking this evening.

Cheers,

[REDACTED]

On 8/06/2018 2:33 PM, Chick, Brent wrote:

Fantastic thank you [REDACTED]

From: Sch 2 2.2(a)(ii) <[REDACTED]@anu.edu.au>
Sent: Wednesday, 6 June 2018 3:18 PM
To: Chick, Brent <Brent.Chick@act.gov.au>
Cc: Mpaso, Chimwemwe <Chimwemwe.Mpaso@act.gov.au>; Hartley, Laura

<Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>

Subject: Re: MeriSTEM CBR Innovation Development Fund project [SEC=UNCLASSIFIED]

Hi Brent,

This dropped off our radar. My apologies - I'll endeavour to have the report to you by Tuesday the 12th of June, and I'll let you know how it's shaping up on this upcoming Friday.

Kind regards,

Sch 2 2.2(a)(i)

From: Chick, Brent <Brent.Chick@act.gov.au>

Sent: Tuesday, 5 June 2018 9:47 AM

To: Sch 2 2.2(a)(i)

Cc: Mpasu, Chimwemwe; Hartley, Laura; Chan, Daniel

Subject: RE: MeriSTEM CBR Innovation Development Fund project [SEC=UNCLASSIFIED]

Hi Sch 2 2.2(a)(i),

With end of financial year fast approaching (our cut off for payments is 21 June) we really need to wrap up existing projects. Our records indicate that your Deed expired 31 December 2017 (attached). As you are outside the term of your Deed we are unable to carry your final payment across into the new financial year. I have copied your reporting obligations from your original Deed below which outlines your requirements. You can find in the original Deed KPIs etc to report against.

Item 6 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 -5 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 7).

Can you please advise when you expect that you will be submitting the required reports?

Regards

Brent

From: Chick, Brent
Sent: Friday, 6 April 2018 2:54 PM
To: Sch 2 2.2(a)(ii) [redacted]@anu.edu.au >
Cc: Mpas0, Chimwemwe <Chimwemwe.Mpas0@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>
Subject: RE: MeriSTEM CBR Innovation Development Fund project
[SEC=UNCLASSIFIED]

Not a problem Sch 2 2.2(a)(i) [redacted] look forward to seeing how things went then.

Cheers

From: Sch 2 2.2(a)(ii) [redacted]@anu.edu.au]
Sent: Friday, 6 April 2018 1:57 PM
To: Chick, Brent <Brent.Chick@act.gov.au>
Cc: Mpas0, Chimwemwe <Chimwemwe.Mpas0@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>
Subject: Re: MeriSTEM CBR Innovation Development Fund project
[SEC=UNCLASSIFIED]

Hi Brent,
Thanks for getting in touch. I can pull together the update next week and provide it on Monday the 16th of April - is that suitable?
Thank you for your patience!
Kind regards,

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

On 29/03/2018 3:12 PM, Chick, Brent wrote:

Hi Sch 2 2.2(a)(i) [redacted]

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





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MeriSTEM Report for Extended Grant Period

Item 1. Production of quality educational materials

- a. **Year 11 and 12 physics National Curriculum/IB (both of which are taught in the ACT) materials developed and in use by teachers**

Educational materials provided to teachers consist of many different forms. These include online videos, online inter-video questions, in-class worksheets, in-class experiments, and in-class open-ended questions. The state of each type of resource is as follows. All resources are in use by teachers in public and private schools, both within and beyond the ACT.

Online videos

Online videos encompassing the entirety of the physics National Curriculum have been developed. These videos are categorised according to topic (Units and Measurement, Classical Mechanics, Waves and Optics, Nuclear Physics, Thermal Physics, Electrical Physics, Gravitation and Motion, Electromagnetism, Special Relativity, Quantum Mechanics, and the Standard Model). In total, 297 videos have been produced. These videos also contain good, though not complete, coverage of the International Baccalaureate. These gaps will be addressed according to the availability of the volunteers. For example, the Special Relativity volunteer has agreed to produce extra videos to cover Minkowski diagrams (which are specifically addressed in the IB curriculum but not the Australian Curriculum).

Inter-video online questions

After every substantive video, there is some form of question for the student related to the previous video's content. These questions serve three purposes. Firstly, they serve as a check for students that the students were engaging with the material. Secondly, they serve as a method for teachers to monitor their students' engagement with the materials. Finally, they can allow for content to be extended, and key lessons to be reinforced.

In-class worksheets

We provide worksheets for a variety of topics in the Australian Curriculum. For some topics (such as Mechanics, Waves and Optics and Electromagnetism) the MeriSTEM team created new worksheets. These worksheets were written with a difficulty progression that guided students from simply choosing and applying the correct formula, through to identifying relevant physical principles and applying multiple concepts and formulae. Additionally, we identified a trove of high-quality worksheet questions (recommended by a teacher involved with the MeriSTEM initiative). These questions come from the *Senior Physics* series of textbooks written by Moyle *et al.* These textbooks are out of print, so the rights holders were identified and approached.

They graciously permitted their work to be freely redistributed. Thus, we are in the process of liaising with the National Library to scan copies of these textbooks, so that the questions can be easily translated to a readily-distributable form.

In-class experiments

A number of laboratory experiments are provided. These range from in-depth (such as for the classical mechanics section) to sparse (quantum mechanics section). Some of these experiments were explicitly written with little upfront information for students. Teachers were provided with a detailed implementation guide so that students were encouraged to design and run their experiment to test some concept or measure some value. The teacher provides advice and direction for students in need.

In-class open-ended questions

For each physics topic, a large “capstone” question has been provided. These are typically messy, real-world questions where a student must draw from their broad base of knowledge to answer a question that has real-world relevance. These rarely require a high degree of precision; instead, they require that students make estimates and identify relevant behaviour. Questions include whether it is radiologically safe to eat a banana, and how the gravitational slingshot manoeuvre conserves momentum. As with the in-class experiments, the question provided to the teacher is sparse, and the teacher receives an implementation guide with leading questions.

- b. **Development of senior maths, chemistry and biology materials pending levels of external involvement and funding. The existing physics materials will also be expanded and reorganised to comply with other state-specific curricula.**

Existing resources in chemistry have been identified. These resources are videos estimated to cover approximately three quarters of the Australian Curriculum. MeriSTEM has received permission from the teacher to distribute these resources. Beyond this, no resources for maths, chemistry or biology have been developed. Instead, the team has directed their attention to responding to the feedback gathered from teachers to improve the existing offering.

The existing physics materials have been re-packaged into two general “Year 11” and “Year 12” course. Rather than generating state-specific courses for each different state curriculum, we have switched to a website configuration where teachers can choose the materials they use in classes. This means that teachers have more control over what they teach and the order in which they teach it, and can tailor the online resources to their own specific interpretation of their curriculum.

- c. **ACT teachers engaged to contribute their existing educational materials, recorded content videos, and consulted on the**

direction of MeriSTEM.

Teachers have been engaged throughout the process to provide materials. The chemistry videos are all teacher provided. The worksheet questions were identified and recommended by a teacher who was using the questions in his physics classroom.

Feedback has been sourced from teachers through an online survey that asked their opinions about the different modules and their overall experience. Additionally, in-depth feedback was obtained through 9 school visits which often included one-on-one interviews with teachers.

Item 2. Collaboration

a. MeriSTEM enters discussions with Canberra startups, initiatives and businesses about possible collaborations

Throughout the duration of the project, MeriSTEM has approached and discussed collaboration with a number of interests. These include:

- i. Liquid Instruments – a Canberra based startup which produces quality laboratory equipment. Liquid Instruments is considering an expansion to educational laboratory equipment. MeriSTEM and Liquid Instruments could collaborate on developing specific exercises for schools which have obtained Liquid Instruments equipment. This is contingent on final decisions by Liquid Instruments to move forward.
- ii. Workhorse Finance – a financial technology startup which was “gamifying” financial markets for educational purposes. Brief discussions were held about potential collaboration, but conflicting motivations meant that a long-term collaboration was not suitable.
- iii. ACT Education Directorate – responsible for the provision of education across the ACT. MeriSTEM is currently discussing a potential trial program in partnership with the ACT Education Directorate, to provide teaching relief to teachers so that they may contribute to the MeriSTEM project.

Item 3. Deployment

a. Material is used in the initial deployment phase by participating teachers and classes, with the material adjusted according to teacher/student feedback.

MeriSTEM is in use in a range of schools, including private and public, in the ACT, interstate and internationally. Use cases for the materials as been broad. Some schools have reported flipping their classes entirely with the MeriSTEM program. Some schools have reported using specific modules (such as the Special Relativity Modules). Some use the videos as supplementary revision materials. One school in Papua New Guinea reports using the videos in-class to begin lessons, as many students do not have access to the internet at home.

Teacher feedback has been absolutely essential across the entire

project. This feedback has ranged in scale from large to small, about both the materials and the platform. Small scale feedback includes quick emails from teachers about mistakes in videos or misspellings in questions. Large feedback was sourced from classroom visits, moderation day meetings and teacher interviews.

Small scale changes about material that simply required changes to the website were usually performed quickly as the teachers provided feedback. In the 2016-17 period, implementing this feedback was time intensive for the MeriSTEM team, as each individual school's version of the MeriSTEM materials needed to be changed individually. OpenCraft was contracted with the IDF money to improve the MeriSTEM edX platform, so that changes could be deployed quickly and easily across multiple instances. This has been implemented for the 2018 cohort.

Large scale changes were typically tracked and implemented in larger chunks. The largest change was across the Gravitation and Motion online component. Teachers reported finding the initial order of the materials, and the way they were built upon one another, as difficult to teach to. Furthermore, the production quality of some of the videos was low, and students found that some of the videos moved too quickly. On the back of this feedback, the entire module was re-conceptualised and re-ordered. Overall, over half of the videos were re-written and re-filmed. Some entirely new videos were created to better explain concepts.

Other large scale changes regarding materials were made for the Standard Model videos and the Year 11 Classical Mechanics videos. The Classical Mechanics changes were achieved by recruiting an additional volunteer to create explanatory videos. The Classical Mechanics module is now much more carefully explained, much more slowly and carefully.

Finally, teachers repeatedly reported that accessing student responses to questions is too difficult. While teachers were able to see the marks of students (i.e. whether a student had correctly or incorrectly answered a question), they could not access the actual *response* that a student had given. Open Craft was contracted to improve the entire Open edX platform, so that teachers could easily see what a student had answered to different questions.

Item 4. Evaluating the impact of MeriSTEM

a. Collection of aggregate data regarding student performance on assessment

Permission to collect aggregate data was obtained from both the ANU Human Research Ethics Council and also the Board of Senior Secondary Studies. However, we encountered obstacles obtaining relevant and meaningful information from teachers. The ACT's unique

assessment regimen makes classroom comparisons very difficult, as there is no standardised subject matter test common to different classes. This collection will take place as MeriSTEM spreads to other states. Aggregate data was collected from two classes, but comparison was virtually meaningless with the data collected.

An attempt at a standardised “concept inventory” was made, but this required follow-through and valuable class time, and only one class performed both the pre- and post-test required for meaningful statistics.

- b. **Comparing assessment performance of student cohorts which have used MeriSTEM to those which have not. A quantitative analysis of MeriSTEM’s educational outcomes will then be undertaken.**

As above, without quantitative data this comparison cannot be performed. The comparison will take place after meaningful, comparative data is collected.

- c. **Measurement of the degree of uptake across the ACT (and eventually nationally) beyond the deployment phase.**

Of a total of 26 colleges in the ACT, 12 have registered to use MeriSTEM in the first half of 2018, for an uptake at the college level of 46%. In the first half of 2018, one school registered from interstate and one school internationally. As we begin advertising heavily outside the ACT, we expect these numbers to more than double in the next two year.

The total number of registered users at the time of writing is 1247. We conservatively estimate this to be 75% students, 25% teachers and other interested parties which registered an account. Thus, our estimate for number of students reached is approximately 900.

Item 5. Leverage of funding from other funding sources

- a. **Explore other future funding sources including the federal government, state governments etc. for extending MeriSTEM’s offering to as many as possible**

Funding or support applications have been submitted to the ACT Education Directorate, the James N Kirby Foundation, the federal Women in STEM and Entrepreneurship program, and the international Yidan Prize for Education Development. We were successful with the James N Kirby Foundation, unsuccessful in the Yidan Prize for Education Development, and the WISE program, and we are currently in discussion with the Education Directorate. Additionally, we are seeking additional funding from other research schools within the ANU.

KPI report for extended grant period

1.
 - a. Number of Year 11/12 Physics ACT classes taught with MeriSTEM
Target (2016-2017): 13
Actual: 42
 - b. Total number of senior STEM semester-subjects produced
Target (2016-2017): 6
Actual: 6.7 equivalent (4 complete, ~two-thirds complete on 4 others)
 - c. Log of teacher input and meetings with teacher
Target (2016-2017): 2
Actual: 2 logs supplied, 20 total meetings [4 Moderation Days, 2 Professional Development days, 4 Conferences, 1 survey, 9 school visits]
2. Log of Canberra businesses/startups approached and actions taken
 - a. Target (2016-2017): 2
Actual: 2 logs supplied, 3 startups/initiatives approached
3. Log of feedback received and action taken
 - a. Target (2016-2017): 2
Actual: 2 logs supplied. Broad feedback taken is outlined in the MeriSTEM Report for Extended Grant Period. A more specific outline of the feedback received is available on request but omitted here due to overhead in assembling from various sources.
4.
 - a. Number of classes for which aggregate data was obtained
Target (2016-2017): 13
Actual: 3
 - b. Target (2016-2017): 1
Actual: 0
 - c. Summary of degree of uptake
Target (2016-2017): 1
Actual: 1 summary provided (see MeriSTEM Report for Extended Grant Period). Number of students reached estimated as 900
5.
 - a. Number of funding applications submitted
Target (2016-2017): 4
Actual: 4 in 2016-2017 period, 1 additional in 2018 period (see MeriSTEM Report for Extended Grant Period)
6.
 - a. Written progress reports
Target (2016-2017): 2
Actual: 2 (including this report)
 - b. Written financial reports
Target (2016-2017): 2
Actual: 2 (including June 2018 report)
 - c. Key Performance Indicator update: 2
Target (2016-2017): 2
Actual: 2 (including June 2018 report)



Fund No: S4324039
Project: ACT Treasury and Economic Development Directorate - MeriSTEM:
Donor Ref: CBRIDF16/1700028
Chief Investigator: Sch 2 2.2(a)(ii)

STATEMENT OF INCOME AND EXPENDITURE
For the Period 01 July, 2016 to 31 December, 2017

	<u>Current Period</u>
	<u>\$</u>
Unspent Balance as at 01 July, 2016	0.00
<u>Add</u>	
Other Income	50,000.00
Total Income	50,000.00
Total Available Funds Before Expenditure	50,000.00
<u>Less</u>	
Salaries & Related Costs	3,394.03
Equipment - Non-Capital	6,956.90
Expendable Research Materials	309.07
Consultancies	2,836.23
Consumables	35,555.32
Other Expenses	948.45
Total Expenditure	50,000.00
Unspent Balance as at 31 December, 2017	0.00

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 Accountant
Research Accounting

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. 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	On receipt of final report 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	27,500.00

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
Total incl. GST	27,500.00
Amount Due	27,500.00 AUD

Payment Instruction	Customer ID: 0027245 Invoice No: 462581 Balance Due: 27,500.00 AUD
Credit Card (MasterCard or Visa Only)	Visit http://onestop.anu.edu.au/ , Select Debtor Invoice , Enter 462581
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: 462581 and email remittance advice to bank.rec@anu.edu.au

From: "Chick, Brent"

Sent: 12/07/2018 12:58 AM

To: "CECS - Grants" <grants.cecs@anu.edu.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>

Cc: "Mpasso, Chimwemwe" <Chimwemwe.Mpasso@act.gov.au>; "Hartley, Laura" <Laura.Hartley@act.gov.au>; "Chan, Daniel" <Daniel.Chan@act.gov.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>

Subject: RE: Variation of Deed of Grant for Techbroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Attachments: Executed Variation Techbroker.pdf

Please find attached the executed variation.

Regards

Brent

From: CECS - Grants [mailto:grants.cecs@anu.edu.au]

Sent: Wednesday, 11 July 2018 3:40 PM

To: Chick, Brent <Brent.Chick@act.gov.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>

Cc: Mpasso, Chimwemwe <Chimwemwe.Mpasso@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>

Subject: RE: Variation of Deed of Grant for Techbroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Brent,

Please find attached the Deed of Variation which has been signed by the ANU.

When executed, could you please send me a copy?

Best regards,

[REDACTED]

[REDACTED]

Senior Research Development Coordinator | Research & Innovation Office
ANU College of Engineering & Computer Science
Brian Anderson Building 115, North Road
The Australian National University
Canberra ACT 2600

[REDACTED] <[REDACTED]@anu.edu.au>



*QS World University Rankings 2018/2019 International Association of Research Universities (IARU) CRICOS# 00120C

From: CECS - Grants

Sent: Thursday, 5 July 2018 4:10 PM

To: "Chick, Brent" <Brent.Chick@act.gov.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>

Cc: Mpasso, Chimwemwe <Chimwemwe.Mpasso@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>; "Sch 2 2.2(a)(ii)" <[REDACTED]@anu.edu.au>

Subject: RE: Variation of Deed of Grant for Techbroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Brent and [REDACTED]

No issues or comments from me.

I will put this forward for signing.

Best regards,

Sch 2 2.2(a)(ii)

Sch 2 2.2(a)(ii)

Senior Research Development Coordinator | Research & Innovation Office
ANU College of Engineering & Computer Science
Brian Anderson Building 115, North Road
The Australian National University
Canberra ACT 2600
Sch 2 2.2(a)(ii) @anu.edu.au



*QS World University Rankings 2018/2019 International Association of Research Universities (IARU) CRICOS# 00120C

From: Chick, Brent <Brent.Chick@act.gov.au>

Sent: Thursday, 5 July 2018 1:53 PM

To: Sch 2 2.2(a)(ii)

Cc: CECS - Grants <grants.cecs@anu.edu.au>; Mpas0, Chimwemwe <Chimwemwe.Mpas0@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>; Sch 2 2.2(a)(ii) @anu.edu.au

Subject: RE: Variation of Deed of Grant for Techbroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

If everything checks out with CECS please sign the attached copy.

Cheers

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

Sent: Thursday, 5 July 2018 12:44 PM

To: Chick, Brent <Brent.Chick@act.gov.au>

Cc: Sch 2 2.2(a)(ii) @anu.edu.au; CECS - Grants <grants.cecs@anu.edu.au>; Mpas0, Chimwemwe <Chimwemwe.Mpas0@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>; Sch 2 2.2(a)(ii) @anu.edu.au

Subject: Re: Variation of Deed of Grant for Techbroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Brent,

Looks good to me.

CECS Grants: Could you please confirm that you are OK with this.

Best regards,

Sch 2 2.2(a)(ii)

On 5 Jul 2018, at 11:29 am, Chick, Brent <Brent.Chick@act.gov.au> wrote:

Hi Sch 2 2.2(a)(ii),

Thank you for submitting the report and financial statement. I have discussed your request for a variation and we are happy to proceed. Please find a draft variation attached. The dates I have included align with our end of financial year cut offs (generally mid-June). Please review and let me know if you are happy to proceed.

Cheers

From: Sch 2 2.2(a)(ii) [redacted]@anu.edu.au
Sent: Thursday, 21 June 2018 1:04 PM
To: Chick, Brent <Brent.Chick@act.gov.au>
Cc: Sch 2 2.2(a)(ii) [redacted]@anu.edu.au; CECS - Grants <grants.cecs@anu.edu.au>; Mpasos, Chimwemwe <Chimwemwe.Mpasos@act.gov.au>; Hartley, Laura <Laura.Hartley@act.gov.au>; Chan, Daniel <Daniel.Chan@act.gov.au>
Subject: Re: Variation of Deed of Grant for Techbroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Dear Brent,

Please find attached the required reports as outlined in Schedule 2 Item 3 of our Deed of Grant.

The attached reports raise the following issues:

1/ While the TechBroker platform is now operational (<http://techbroker.cecs.anu.edu.au>) and provides access to around 28 facilities and assets, we have not yet publicly launched the platform. As a consequence we have not started the formal evaluation of TechBroker and have not fully expended the funding.

As detailed in the attached report, we have used around \$27,000 of the \$140,000 received to develop the software. The remaining funds are budgeted for some additional software development, and support and evaluation of the pilot.

This means that we may require a second variation to extend the completion date to June 2019. This will allow us to promote the platform and undertake an evaluation over the next 12 months.

2/ As I am leaving the University soon, and as previously discussed, we will be handing leadership of the TechBroker project to Sch 2 2.2(a)(ii) [redacted] in Physics. [redacted] developed and runs the ANU Makerspace and is in the best position to move forward with the project within the ANU. As an adjunct at the ANU, I will remain involved, but my focus will be on external engagement with the TechBroker platform.

Please let us know how you would like to proceed with the above issues.

In closing, I'd like to thank you all for the opportunity to undertake this project. I am confident that it will have a real impact.

Kind regards,

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

On 5 Jun 2018, at 9:59 am, Chick, Brent <Brent.Chick@act.gov.au> wrote:

Hi all,

We have been informed that the final cut-off date for payments to be made against Deeds for this financial year is 21 June 2018. We unfortunately do not have scope to carry commitments over into the new financial year if the Deed has expired. Will you be in a position to provide the required reports as outlined in Schedule 2 Item 3 of your Deed of grant before 21 June?

Regards

Brent

From: Sch 2 2.2(a)(ii) [redacted] <[\[redacted\]@anu.edu.au](mailto:[redacted]@anu.edu.au)>
Sent: Thursday, 29 March 2018 3:55 PM
To: Chick, Brent <Brent.Chick@act.gov.au>
Cc: CECS - Grants <grants.cecs@anu.edu.au>; Mpas0, Chimwemwe <Chimwemwe.Mpas0@act.gov.au>; Sch 2 2.2(a)(ii) [redacted] <[\[redacted\]@anu.edu.au](mailto:[redacted]@anu.edu.au)>; Sch 2 2.2(a)(ii) [redacted] <[\[redacted\]@anu.edu.au](mailto:[redacted]@anu.edu.au)>; Hartley, Laura <Laura.Hartley@act.gov.au>
Subject: Re: Variation of Deed of Grant for TechBroker.pdf [SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Brent,

There has been a great deal of recent activity across campus around better use of facilities and equipment, and using these resources to support increased collaboration.

Late last year a group formed separately to TechBroker focussed on internal use/sharing of resources. I have been working with this group to include them within the TechBroker framework - there is widespread support for the idea. This is progressing quickly right now - there are around 15 facilities and over 40 people involved. The group is finalising data collection this week and we hope to have all of their facilities and equipment on the TechBroker platform within a few of weeks.

This is exciting because our original plan was to only include a small number of resources. By adapting a bit on our side, we now have the chance to include a much larger set of resources. We will still, of course, include resources from outside the ANU including CIT and a couple of equipment-based startups we have been talking to.

In early May the above group will hold a 'Tech Expo' in the ANU pop-up village to showcase the equipment and facilities available at the ANU. TechBroker will be centre-stage with some computers people can use to explore available resources and look for collaborations.

It would be great if we could present our work and a demo to your team prior to the Tech Expo. We will of Course invite you all to the expo as well.

Kind regards,

— Sch 2 2.2(a)(ii) [redacted]

On 29 Mar 2018, at 2:51 pm, Chick, Brent <Brent.Chick@act.gov.au> wrote:

Hi [Sch 2.2.2] and Techbroker team,

I just wanted to touch base as it has been a while to see how things are progressing? Just mindful that the end of the term of the Deed is fast approaching (31 May) and the second report for the project was due at the end of January.

Are you able to flick through a quick update over email? We have some internal financial constraints so we are just mindful that we may not be in a position to extend the project further. I have attached your recent variation and original Deed for reference.

I look forward to hearing from you.

Regards

Brent

From: CECS - Grants [<mailto:grants.cecs@anu.edu.au>]
Sent: Friday, 8 December 2017 4:44 PM
To: Mpaso, Chimwemwe <Chimwemwe.Mpaso@act.gov.au>; [Sch 2.2.2(a)(i)]
[redacted]@anu.edu.au>
Cc: [Sch 2.2.2(a)(ii)]@anu.edu.au>; Chick, Brent <Brent.Chick@act.gov.au>
Subject: RE: Variation of Deed of Grant for Techbroker.pdf
[SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

Thank you for sending this through.

Many thanks,

[Sch 2.2.]

From: Mpaso, Chimwemwe [<mailto:Chimwemwe.Mpaso@act.gov.au>]
Sent: Friday, 8 December 2017 4:23 PM
To: CECS - Grants <grants.cecs@anu.edu.au>; [Sch 2.2.2(a)(ii)]
[redacted]@anu.edu.au>
Cc: [Sch 2.2.2(a)(ii)]@anu.edu.au>; Chick, Brent <Brent.Chick@act.gov.au>
Subject: RE: Variation of Deed of Grant for Techbroker.pdf
[SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi [Sch 2.2.2]

Find attached the signed variation to the deed of grant for your records.

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](#)

<image001.jpg>

From: CECS - Grants [<mailto:grants.cecs@anu.edu.au>]

Sent: Wednesday, 8 November 2017 4:59 PM

To: Mpas, Chimwemwe <Chimwemwe.Mpas@act.gov.au>; Sch 2 2.2(a)(i)
[REDACTED]@anu.edu.au

Cc: Sch 2 2.2(a)(ii) [REDACTED]@anu.edu.au; Chick, Brent
<Brent.Chick@act.gov.au>

Subject: RE: Variation of Deed of Grant for Techbroker.pdf
[SEC=UNCLASSIFIED, DLM=For-Official-Use-Only]

Hi Chimwemwe,

Please find attached the variation to the Techbroker deed which has signed by the ANU.

Kind regards,

Sch 2 2.
[REDACTED]

Sch 2 2.2(a)(ii)

Research Development Coordinator | Research & Innovation Office

ANU College of Engineering & Computer Science

Brian Anderson Building 115, North Road

The Australian National University ACT 2601

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

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<signed Deed of Grant variation.pdf><Techbroker signed deed.pdf>

<Variation of Deed of Grant for Techbroker.doc>

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**

Item 1: Grant Period: *From the Date of this Deed to 15 June 2019*

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

Report for Period 3 - Date when Report is due: 1 June 2019.

EXECUTED AS A VARIATION TO THE DEED OF GRANT AGREEMENT ON
6 July 2018

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

Alan Hassett

PRINT FULL NAME

in the presence of:)

[Signature]

Signature of Witness

Brent Chick

Name of Witness

[Signature]
Signature of Territory Delegate

SIGNED for and on behalf of)
AUSTRALIAN NATIONAL)
UNIVERSITY)

ABN: 52 234 063 906)

by)

Sch 2 2.2(a)(ii)

in the presence of:

Sch 2 2.2(a)(ii)

Signature of Witness

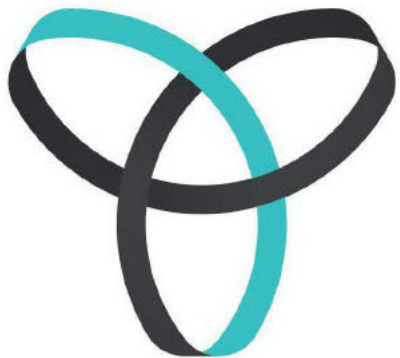
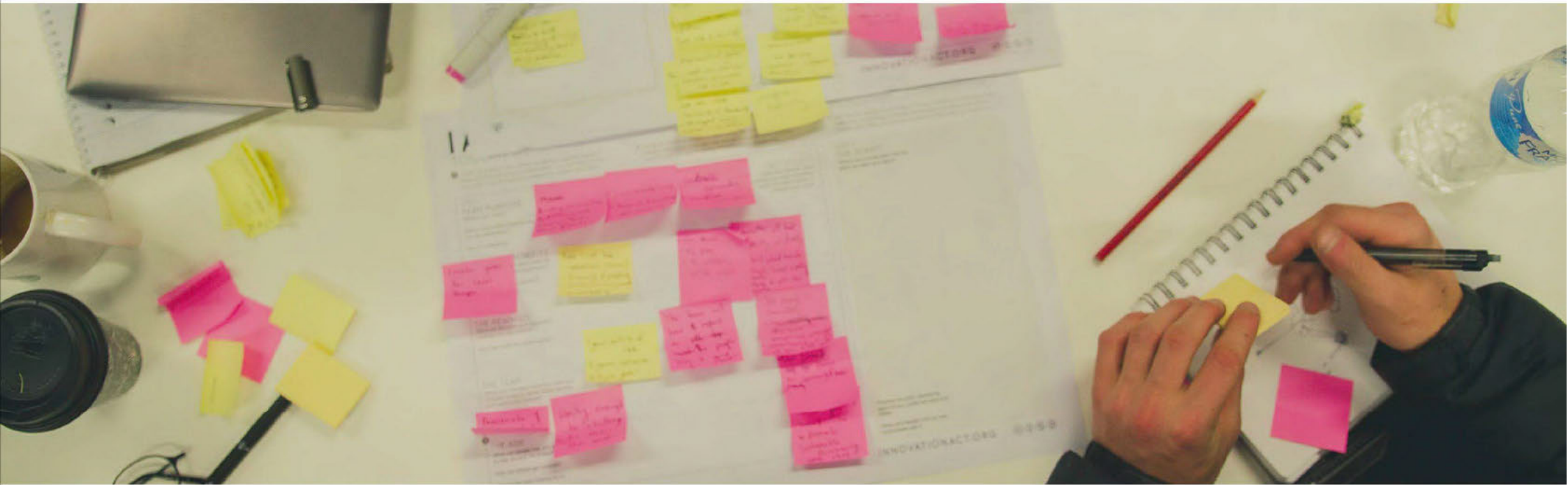
Sch 2 2.2(a)(ii)

Name of Witness

Sch 2 2.2(a)(ii)

Signature of Director/Authorised
Person

IACT18



**InnovationACT 2018:
Partnership Proposal**

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.



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.

IACT18



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 IACT18.

IACT18

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 IACT18 as Major Partners, and we are seeking a **financial contribution from ACT Government of \$5,000** (ex GST) which will go towards the IACT18 seed pool.

Opportunities for ACT Government + IACT collaboration

Recommended areas for collaboration through the IACT18 program:

- ACT Government recognised as Major Partners of IACT18
- An ACT Government representative on the IACT18 judging panel
- Additional promotional opportunities for ACT Government at IACT18 events and through comms (see Partner Benefits included later in this proposal)

IACT18 Timeline

July to August

Promotion and call for participants

August to October

IACT18 program

Major IACT18 dates:

- Launch: 14th August
- Pitch Night: 16th October
- Awards Night: 20th October

IACT18

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 IACT18 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 IACT18 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.

IACT18 Timeline

July to August

Promotion and call for participants

August to October

IACT18 program

Major IACT18 dates:

- Launch: 14th August
- Pitch Night: 16th October
- Awards Night: 20th October

IACT18

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)

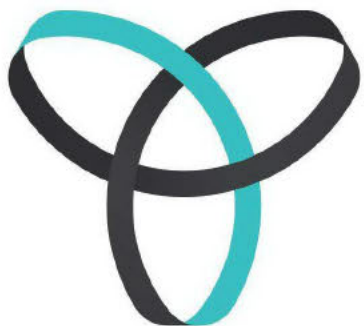
@anu.edu.au

	Supporter in kind or < \$5,000	Partner \$5,000+
Acknowledged as a Supporter of IACT18	●	
Acknowledged as a Major Partner of IACT18		●
Your logo and a link to your website on the IACT18 website	●	●
Additional exposure through social media and other IACT18 communications	●	●
Invitation to include information or a giveaway in the IACT18 Welcome Pack for participants	●	●
Invitation to participate in IACT18 Launch Showcase	●	●
Listed as a Major Partner of IACT18 in IACT press releases		●
Invitation to speak as part of major IACT18 events		●
Invitation to display your banner at major IACT18 events		●
Your logo on major IACT18 print and digital collateral		●

Other opportunities for Partners and Supporters to get involved in IACT18 and engage with our networks can also be discussed, including, but not limited to:

- 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

IACT18



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

SPONSORSHIP AGREEMENT

Date

7 November 2018

Parties

AUSTRALIAN CAPITAL TERRITORY

**Australian National University
ABN 52 234 063 906**

SPONSORSHIP OF Innovation ACT 2018

Prepared by

Innovation, Industry and Investment
Economic Development Division
Chief Minister, Treasury and Economic Development
Directorate
1 Constitution Avenue
Canberra City ACT 2601

Version

23 October 2018

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

Australian National University ABN 52 234 063 906 of Acton ACT 2601 (**Sponsored Party**).

BACKGROUND

This Agreement sets out the terms on which:

- (1) the Territory has agreed to provide the Sponsorship; and
- (2) the Sponsored Party has agreed to provide the Sponsorship Rights and conduct the Sponsorship Activities.

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- | | |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Associate | means, in relation to a party, any officer, agent, adviser, consultant, contractor or employee of that party. |
| Claim | means any claim, action, demand, suit or proceeding (including by way of contribution or indemnity) made: <ol style="list-style-type: none">(1) under or in connection with this Agreement;(2) in connection with the Sponsored Activities; or(3) at law or for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief. |
| 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. |
| Insolvency Event | means: <ol style="list-style-type: none">(1) in respect of a natural person:<ol style="list-style-type: none">(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i> (Cth); or |

- (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (2) in respect of all other entities:
- (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or
 - (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (i) insolvency;
 - (ii) winding up; or
 - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,
 of the entity.

For the purpose of subparagraph (2)(a), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Liability

means any debt, obligation, claim, action, cost, (including legal costs, deductibles or increased premiums) expense, loss (whether direct or indirect), damage, compensation, charge or liability of any kind (including fines or penalties), whether it is:

- (1) actual, prospective or contingent; or
- (2) currently ascertainable or not,

and whether under or arising out of or in any way in connection with this Agreement or arising at law.

Promotional Material

means all material or signage in relation to the Sponsored Activities including media releases, webpages and e-communications, which acknowledge the Territory or contain the Territory Logo.

Sponsored Party Material

means all material provided by the Sponsored Party to the Territory in the provision of the Sponsorship Rights, including documents, information and data stored by any means.

Sponsored Activities

means the activities 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 5 Schedule 1 .
Term	means the term of this Agreement specified in Item 2 Schedule 1 .
Territory	means: <ul style="list-style-type: none"> (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 <i>Australian Capital Territory (Self- Government) Act 1988</i> (Cth).
Territory Information	means the kind of information that: <ul style="list-style-type: none"> (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; (2) is notified (whether in writing or not) by the Territory to the Sponsored Party as being confidential; or <p>but does not include information that:</p> <ul style="list-style-type: none"> (3) is or becomes public knowledge other than by breach of this Agreement; (4) has been independently developed or acquired by the Sponsored Party; or (5) has been notified by the Territory to the Sponsored Party as not being confidential.
Territory Logo	means the logo set out in Item 6 Schedule 1 , as amended from time to time.

1.2 General

In this Agreement, unless the contrary intention is expressed:

- (a) references to “Sponsored Party” include any employees, agents or subcontractors of the Sponsored Party
- (b) 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;

- (c) words in the singular include the plural and vice versa;
- (d) headings are for convenience only and do not affect the construction or interpretation of this Agreement;
- (e) an obligation imposed on more than one person binds them jointly and severally; and
- (f) the word “include” and any derivation is not to be construed as a word of limitation.

2 Sponsorship

2.1 Provision of Sponsorship

In consideration of the grant of the Sponsorship Rights and subject to the other provisions of this Agreement, the Territory must provide to the Sponsored Party the Sponsorship in the manner specified in **Item 3 Schedule 1**.

2.2 Use of Sponsorship

The Sponsored Party must only use the Sponsorship for the Sponsored Activities in accordance with **clause 2.3** and its obligations under this Agreement.

2.3 Sponsorship Activity

The Sponsored Party must conduct the Sponsored Activities:

- (1) at its own cost and risk;
- (2) in a safe manner; and
- (3) in compliance with all laws.

2.4 GST

- (1) Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (2) If a party makes a taxable supply to another party under or in connection with this Agreement, then the consideration for that supply is exclusive of GST, and in addition to paying or providing that consideration the recipient must:
 - (a) pay to the supplier an amount equal to any GST for which the supplier is liable on that supply (**GST Amount**), without deduction or set-off of any other amount; and
 - (b) pay the GST Amount as and when the consideration or part of it must be paid or provided, except that the recipient need not pay the GST Amount unless the recipient has received a tax invoice (or an adjustment note) for that supply.

2.5 Cancellation of Sponsored Activities

- (1) The Sponsored Party must promptly notify the Territory where any of the Sponsored Activities are cancelled or cannot take place for any reason.
- (2) Where a Sponsored Activity is cancelled or cannot otherwise take place, the Territory may, in its absolute discretion, reduce the Sponsorship by an amount determined by the Territory having reference to the value of the Sponsorship Rights not provided by the Sponsored Party for that Sponsored Activity. Where the Territory has already paid the Sponsorship to the Sponsored Party, the Sponsored Party must repay as a debt due and immediately payable to the Territory the amount specified in any notice issued by the Territory to the Sponsored Party to this clause within 14 days of the date of the notice.

3 Term

This Agreement is for the Term, unless terminated earlier, in which case this Agreement will expire on the date of such earlier termination.

4 Sponsorship Rights and Promotional Material

- (1) In consideration of the provision of the Sponsorship, the Sponsored Party grants to the Territory the Sponsorship Rights.
- (2) The Sponsored Party must provide a copy of all Promotional Material to the Territory for approval at least 14 days prior to its release or distribution by the Sponsored Party.
- (3) Sponsored Party agrees to immediately withdraw, delete, correct or otherwise amend any Promotional Material as directed by the Territory in writing at any time.

5 Licence of material

- (1) Subject to **clause 4(2)** and **clause 4(3)**, the Territory grants to the Sponsored Party a royalty free, non-exclusive, limited licence for the Term, to reproduce, publish, communicate and adapt the Territory Logo for the purposes of providing the Sponsorship Rights. Nothing in this Agreement affects in any way the Territory's ownership of the intellectual property in the Territory Logo.
- (2) The Sponsored Party grants to the Territory a royalty-free, perpetual, limited licence to reproduce, publish, perform, communicate and adapt the Sponsored Party Material for the purpose of exercising and enjoying the Sponsorship Rights and for internal reporting purposes.
- (3) The Sponsored Party must ensure:
 - (a) the use of any Sponsored Party Material by the Territory in the manner contemplated by this Agreement will not infringe the intellectual property rights of any third party;
 - (b) it has obtained or otherwise holds all rights and consents (including consents relating to the moral rights of the creator of any work)

necessary to grant the Territory the licence provided at **clause 5(2)**;
and

- (c) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Sponsored Party Material.

6 No assignment

The Sponsored Party 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 such conditions as it sees fit.

7 Accounts and Records

The Sponsored Party must:

- (1) keep complete accounts and records relating to the matters set out in this Agreement at all times to the reasonable satisfaction of the Territory;
- (2) permit the Territory at reasonable times and on giving prior notice, through its officers, agents or advisers authorised on its behalf, to examine, inspect and audit any books, records or other data relating to the matters set out in the schedule to this Agreement and provide all necessary facilities for this purpose; and
- (3) provide all reasonable facilities to every officer, agent or adviser authorised by the Territory to make and carry away copies or extracts from the accounts and records.

8 Non-disclosure of Territory Information

8.1 Sponsored Party's use of Territory Information

The Sponsored Party must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) not transfer Territory Information held in connection with this Agreement outside Australia, or allow any person (other than its authorised personnel) outside Australia to have access to it, without the prior approval of the Territory; and
- (3) notify the Territory immediately if the Sponsored Party becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

8.2 Sponsored Party to protect Territory Information

- (1) Except as provided in this Agreement, the Sponsored Party must not disclose Territory Information to any person, nor deal with the Information in any way except for the purpose of this Agreement, without the prior written consent of the Territory except to the extent that the Territory Information is:

- (a) required or authorised to be disclosed by law;
 - (b) disclosed to the Sponsored Party's solicitors, auditors, insurers or advisers;
 - (c) generally available to the public; or
 - (d) in the possession of the Sponsored Party without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Sponsored Party must take all reasonable measures to ensure that 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 that only its authorised personnel have access to Territory Information.
- (3) The Sponsored Party must do all things necessary to ensure that Territory Information accessible to the Sponsored Party and the Sponsored Party's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way.

8.3 Acknowledgement of effect of Crimes Act

The Sponsored Party acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Sponsored Party is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT).

9 Insurance and indemnity

9.1 Sponsored Party's insurance

The Sponsored Party must effect and maintain for the Term all insurance coverage required to be effected by it by law and public liability insurance in an amount not less than \$10 million in respect of each occurrence.

9.2 Indemnity

The Sponsored Party indemnifies the Territory from and against any Claim or Liability suffered or incurred by the Territory or any of its Associates in connection with:

- (1) any breach of this Agreement;
- (2) any loss or damage to or of property, including any real or personal property, including property belonging to the Territory or its Associates;
- (3) any injury to, illness or death of, any person; or
- (4) any third party actions brought against the Territory or its Associates,

to the extent caused or contributed to by the Sponsored Party or any of its Associates in connection with the Sponsored Activities.

10 Termination

10.1 Termination by Territory

The Territory may, at any time by written notice to the Sponsored Party, terminate this Agreement:

- (1) if an Insolvency Event occurs;
- (2) if in the reasonable opinion of the Territory, any act or omission of the Sponsored Party, its employees or contractors has or is likely to bring the Territory or the responsible Minister into disrepute; or
- (3) on 90 days' notice in writing.

10.2 Termination by either party

A party (**first party**) may terminate this Agreement at any time by notice to the other if:

- (1) the Sponsored Activities are cancelled or cannot take place; 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.

10.3 After termination or expiry

Upon the expiry, or earlier termination of this Agreement, the Sponsored Party must:

- (1) within 14 days of the date of expiration or termination, repay as a debt due and immediately payable to the Territory, so much of the Sponsorship provided by the Territory to the Sponsored Party which:
 - (a) has been spent in breach of this Agreement; or
 - (b) is equivalent to the value of any Sponsorship Rights not provided by the Sponsored Party as at the date of expiry or termination (the amount of which is to be determined by the Territory in its absolute discretion);
- (2) take reasonable measures to remove the Territory's name from any publications in relation to the Sponsored Activities; and
- (3) not represent or otherwise hold out that it has any association or affiliation by way of the Sponsored Activities with the Territory.

11 General

11.1 Conflict of interest

The Sponsored Party:

- (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.

11.2 No employment, partnership or agency relationship

- (1) Nothing in this Agreement constitutes the Sponsored Party, 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 Sponsored Party 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.

11.3 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 in relation to that subject matter.

11.4 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.

11.5 Variation

This Agreement may be varied only by the written agreement of the parties prior to the expiration of this Agreement.

11.6 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.

11.7 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.

11.8 Compliance with laws

The Sponsored Party must comply with the laws from time to time in force in the Territory in performing its obligations under the Agreement.

11.9 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 business days after the date on which it was sent; or
- (3) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

11.10 Survival of clauses

Clauses 5(2), 7, 9.2 and 10.3 will survive the expiration or earlier termination of this Agreement.