

Unnati Research Collaboration Grant Terms & Conditions

1. Undertaking the Grant Activity

1.1 The Unnati Grant Agreement is between the Grantee's home institution and the Australia India Institute (part of the University of Melbourne) (All).

1.2 The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

2. Professional Conduct

The Grantee agrees that their personal and professional conduct, and the personal and professional conduct of their personnel, will not discredit the All, the Australian Government Department of Education (DE) or the scholarly community; that they will not violate the rights to privacy and confidentiality of research subjects; and that they will not act in such a way as to jeopardize the scholarly opportunities of other researchers.

3. Ethics of Collaborative Research

The Grantee agrees to adhere to, and will ensure its personnel adhere to, principles of ethical collaboration. This includes but is not limited to mutual respect, equal opportunity, equitable exchange of information and access to resources, appropriate acknowledgement of individual contributions to collective initiatives, and equal opportunity from research design through implementation, analysis, dissemination and value creation from outputs.

4. Human Subjects

The Grantee is responsible for obtaining all necessary clearances for conducting research involving human subjects. Funded projects that include research that involves human subjects must have the approval of a human subject committee of the Grantee's home institution.

5. Acknowledgements

5.1 The Grantee agrees to acknowledge the support of the DE and All in any material published in connection with this Agreement.

5.2 The recommended wording of the acknowledgement is: *"This publication was made possible with support from the Australia India Institute with funds provided by the Australian Government Department of Education."* In books this acknowledgement should be placed in the front matter, preferably on the page facing the title page. In journal articles it should be placed in a footnote or prefatory note.

6. Publication of Award Details

The Grantee agrees that the All and DE may publish information about Grantees' projects on institutional websites and in printed materials. This information may include the Grantee's name, photograph, project title, and abstract.

7. Notices

The Grantee agrees to promptly notify All of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

8. Payment of the Grant

8.1 All agrees to pay the Grant to the Grantee in accordance with this Agreement.

8.2 The parties agree that the amount of the Grant is inclusive of any GST payable, and the Grantee agrees to cover all indirect costs associated with administering this grant and pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide All with a tax invoice before All is obliged to pay any amount under this Agreement.

9. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by All and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

10. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to All, unless All agrees in writing otherwise.

11. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for the period specified in the Grant Schedule and to make them available to All on request.

12. Privacy

When dealing with Personal Information (as defined in the *Privacy and Data Protection Act 2014*) in carrying out the Grant Activity, the

Grantee agrees not to do anything which, if done by All, would be a breach of the *Privacy and Data Protection Act 2014*.

13. Grant Activity material

The Grantee gives All a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all written material provided by the Grantee to All under this Agreement. This includes a right to sub-license that material.

14. Confidentiality

Subject to clause 19, a party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide All with proof when requested.

16. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by All, including but not limited to police checks, Working with Children checks, and Working with Vulnerable People checks.

17. Dispute resolution

17.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

All may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant.

All will not be required to make any further payments of the Grant after the termination of the Agreement.

19. Sharing information with the Commonwealth

15.1 Nothing in this Agreement will prohibit All from sharing information about the Grant Activity with the Commonwealth of Australia (including any information received under clause 11).

20. General provisions

20.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

20.2 This Agreement may only be varied by the parties' signed written agreement.

20.3 Clauses 9 (Spending of the Grant), 10 (Repayment), 11 (Record keeping), and 13 (Grant Activity material) survive the expiry or termination of this Agreement.