Dear "Addressee",

Australian Prime Ministers Centre Fellowship Agreement

The Commonwealth has established a research and scholarship program at the Australian Prime Ministers Centre, within the Museum of Australian Democracy at Old Parliament House, in order to raise awareness of Australia’s prime ministers and to provide a national focus for research and scholarship in the field of prime ministerial studies.

As part of that program, the Commonwealth awards Fellowships which support research across collections holding prime ministerial materials and encourage excellence and innovation in the use of this research.

We are pleased to confirm that the Commonwealth wishes to award you a Fellowship on the basis of the attached Agreement. Please confirm your acceptance of this arrangement by signing below and returning the copy of this letter by return mail.

Yours sincerely

"Officers Name"
"Officers Title"
T "Telephone Number" F "Fax Number"
"Email"

"Insert legal name of Recipient" agrees to participate in the Research Project in accordance with the Agreement Details and Standard Conditions of Agreement included with this letter.

Signature of Recipient:

Date:
# AGREEMENT DETAILS

These Agreement Details need to be read in conjunction with the Standard Conditions of Agreement.

<table>
<thead>
<tr>
<th>Agreement Reference No.:</th>
<th>Australian Prime Ministers Centre Fellowship Agreement No. OPH</th>
<th>^insert^</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Commonwealth of Australia represented by Old Parliament House ABN 30 620 774 963 of 18 King George Terrace Parkes ACT 2600 (the Agency)</td>
<td></td>
</tr>
<tr>
<td>Recipient</td>
<td>^Recipient^ ^Recipient ABN and ACN/ARBN if applicable^ ^Recipient Address^</td>
<td></td>
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<tr>
<td>Research Project</td>
<td>^Insert details of the research project topic and outputs specific to the project^</td>
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<tr>
<td>Term (cl 1)</td>
<td>Commencement Date: Date Agreement is signed by the Recipient. End Date: ^Insert end date^</td>
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</table>
| Deliverables (cl 25)     | 1. Submit a Research Project Report (using the form found at Attachment A)  
2. Present Research Project findings at a seminar to be held at the Museum  
3. Submit at least one contribution to the public programs of the Museum, as proposed online content or in another agreed form. |
| Timeframe (cl 8)          | ^Insert details of all relevant timeframes for provision of the Deliverables - specify all relevant dates (e.g. commencement, progress or interim stages, any seminar dates and completion ^ |
| Project Officer          | Manager of the Australian Prime Ministers Centre  
Toni Dam  
Telephone: 02 6270 8159  
Facsimile: 02 6270 8111  
Email: toni.dam@moadoph.gov.au |
| Specified Personnel (cl 8) | ^Specify the names and positions of any particular Recipient Personnel which you require to perform particular tasks. If none, state 'None specified' ^ |
| Maximum Amount (cl 3)    | ^Insert maximum amount to be paid under Agreement^ |
| Instalments (cl 2)       | 1. $^Insert amount for first instalment^ - Payment initiated upon receipt of the signed Agreement from the Recipient,  
2. $^Insert amount for second instalment^ - Commencement of work on the Research Project in residence at the APMC (^Insert date range^), and  
3. $^Insert amount for final instalment^ - Completion of all Deliverables. |
| **Agency Furnished Material (cl 6)** | ^Specify any material/items that will be provided by the Agency which the Recipient will be able to take from the Premises and any conditions on the provision of the material/item. If none, state 'none' |
| **Agency’s Address for Notices (cl 15)** | Australian Prime Ministers Centre Museum of Australian Democracy Old Parliament House PO Box 7088 Canberra BC ACT 2610 |
| **Recipient’s Address for Notices (cl 15)** | ^Insert Address |
| **Recipient’s Bank Account Details (cl 4)** | ^Insert Account Name: BSB: Account No.: |
STANDARD CONDITIONS OF AGREEMENT

1. Term

1.1. The term of this Agreement is specified in the Agreement Details.

1.2. The Recipient may request, in writing, an extension to the term.

1.3. The Agency, in its absolute discretion, may approve a request made under clause 1.2.

2. Research Project Payments

2.1. The Agency agrees to make payments to the Recipient in the amounts and in the manner specified in the Agreement Details provided the Recipient has fully and properly complied with its obligations under this Agreement and the invoicing procedure specified in clause 7.

3. Maximum Amount

3.1. The maximum amount payable to the Recipient under this Agreement is specified in the Agreement Details.

3.2. The maximum amount is inclusive of GST (if applicable) and any superannuation payment required under legislation.

3.3. Any cost incurred by the Recipient above the maximum amount is the Recipient’s responsibility and the Agency will not reimburse the Recipient for any such cost.

4. Manner of Payment

4.1. Payments will be made by electronic funds transfer to the bank account specified in Agreement Details.

4.2. Any payment made is subject to the Recipient fully and properly complying with its obligations under this Agreement and the invoicing procedure specified in clause 7.

4.3. If the Recipient does not satisfy the conditions specified in clause 4.2:
   a. the Recipient must return any monies paid in advance of performance of the Recipient’s obligations; or
   b. the Agency may offset any monies paid in advance against any other amount payable to the Recipient under this Agreement.

4.4. The Recipient must return to the Agency, within 10 Business Days of the expiry or termination of this Agreement:
   a. any unspent monies paid in advance; and
   b. any monies which, in the reasonable opinion of the Project Officer, have not been spent on Project Expenses.

4.5. The Agency may withhold payment or take action to recover money paid as a debt owed to the Agency if the Recipient:
   a. in the reasonable opinion of the Project Officer, has spent money paid under this Agreement not on Project Expenses;
   b. fails to return money to the Agency in accordance with clause 4.3.a3 or 4.44;
   c. submits an invoice which does not comply with the invoicing procedure specified in clause 7; or
   d. submits false or misleading information in relation to any payment made under this clause 4.

5. Recipient’s Obligations Regarding Payments

5.1. The Recipient must use any amount paid by the Agency under this Agreement for the sole purpose of the Research Project and Project Expenses.

5.2. The Recipient must not purchase any equipment using money paid by the Agency.

5.3. The Recipient must retain receipts of expenses incurred in relation to this Agreement and, upon request, produce any such receipts.
6. **Additional Assistance**
   6.1. The Agency will provide to the Recipient:
      a. office accommodation at the Centre;
      b. if requested, and subject to any conditions imposed by the Agency, out of hours access to relevant areas of the Centre; and
      c. if requested, reasonable reference assistance to enable the Recipient to identify and locate material held by the Centre or Museum.

7. **Invoices**
   7.1. The Recipient must submit invoices electronically to: apmc@moadoph.gov.au.
   7.2. All invoices must:
      a. be in the form of a valid invoice or, if applicable, tax invoice;
      b. be correctly addressed and calculated in accordance with this Agreement;
      c. include the reference number of this Agreement;
      d. include the name of the Project Officer; and
      e. if requested by the Project Officer, be accompanied by any supporting documentation required to establish the invoice’s veracity.

8. **General Obligations of Recipient**
   8.1. The Recipient must perform the Research Project to a professional standard and meet the Timeframes set out in the Agreement Details.
   8.2. The Recipient must spend a minimum of 10 Business Days in Canberra engaged in research and work relating to the Research Project.
   8.3. The Recipient must, if requested by the Agency, submit reports on the progress and results of the Research Project.
   8.4. The Recipient must, when using the Agency’s premises or facilities, comply with all reasonable directions, policies and procedures relating to:
      a. health and safety;
      b. security; and
      c. protection of heritage values (including the Commonwealth’s smoke free work place policy), whether specifically drawn to the Recipient’s attention or reasonably inferred from the circumstances.
   8.5. The Recipient must:
      a. liaise with the Project Officer;
      b. provide any information or documents the Project Officer may reasonably require for financial management or monitoring of performance under this Agreement; and
      c. comply with any other reasonable request made by the Project Officer.
   8.6. The Recipient must ensure specified personnel (if any specified in the Agreement Details) perform the specified work.
   8.7. The Recipient must establish and maintain procedures to secure the Public Outcomes against loss and unauthorised access, use, modification or disclosure.
   8.8. The Recipient must ensure that it provides copies of any Public Outcomes, to the Agency, which are directly related to the Research Project.
   8.9. The Recipient must ensure that any Agency Furnished Material is used strictly in accordance with any conditions, restrictions or directions given by the Agency and, at the expiry or termination of this Agreement, deliver to the Agency, or otherwise deal with all copies of the Agency Furnished Material as directed by the Agency.

9. **Recipient’s Obligations While at Centre**
9.1. The Recipient must attend:
   a. an orientation meeting at the Centre; and
   b. if requested by the Agency, training on heritage values.

9.2. The Recipient must engage actively in scheduled activities with staff and scholars at the Museum.

9.3. The Recipient must submit at least one proposed online contribution for the Museum's website, on an aspect of the Research Project or other topic and/or format as agreed.

9.4. The Agency may issue a security pass to the Recipient, and if it does:
   a. the Recipient must wear the security pass in a visible manner at all times while at the Centre or Museum;
   b. upon request by the Agency, or the expiry or termination of this Agreement, the Recipient must return the security pass to the Project Officer; and
   c. the Recipient must report immediately to the Agency any damage to, or loss of, the security pass.

10. Recipient's Publicity Obligations
10.1. The Recipient must, if requested by the Agency, participate in any public event or seminar conducted by the Agency on terms determined between the Parties.

10.2. The Recipient must acknowledge the Research Program and support provided by the Centre in all publications and other materials produced as a result of the research by including the following:

   This research was supported by the Australian Government under an Australian Prime Ministers Centre Fellowship, an initiative of the Museum of Australian Democracy at Old Parliament House. However the views expressed are my own.

10.3. The Recipient must be available upon reasonable notice for publicity purposes including interviews with the media to promote the results of the research and the benefits of having access to the Centre and the Research Program.

11. Information used for Advertising

12. Intellectual Property

12.2. Clause 12.1 does not affect the ownership of Intellectual Property in any:
   a. Agency Furnished Material;
   b. Material in existence at the date this Agreement is made; and
   c. Material not created for the purposes of this Agreement but which was provided by the Agency as part of the Research Project.

12.3. The Agency grants (or will procure) a royalty-free, world-wide, revocable, non-exclusive licence for the Recipient to use, reproduce and adapt Agency Furnished Material for the purposes of the Research Project and other academic research.

12.4. The Recipient grants to (or will procure for) the Agency a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit:
   a. any material referred to in subclauses 12.2.b and 12.2.c; and
   b. the Public Outcomes, for the purpose of Agency Uses.

12.5. Where the Recipient is the author of the Public Outcomes, they consent to the performance of the
Permitted Acts by the Agency or any person claiming under or through the Agency.

12.6. Where the Recipient is not the author of the Public Outcomes, the Recipient must:
   a. obtain from each author a written consent to the performance of the Permitted Acts by the Agency or any person claiming under or through the Agency; and
   b. on request from the Agency, provide such original, written consent to the Agency.

12.7. The Recipient warrants it is entitled, or will be entitled, to deal with the Intellectual Property in the Public Outcomes and Material referred to in subclauses 12.2.b and 12.2.c in the manner required by this clause 12.

12.8. The Recipient warrants that any Material produced under this Agreement does not infringe the Intellectual Property rights of any person.

12.9. The Recipient warrants that it has done everything necessary to ensure the Agency is not exposed to any Moral Rights claim.

12.10. The Recipient must, on request from the Agency, create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 12.

13. Disputes

13.1. The Parties agree to negotiate in good faith to settle any dispute arising between them in relation to this Agreement and will fully cooperate with any process instigated under this clause 13 to achieve a timely resolution of the dispute.

13.2. The Parties agree that a dispute arising under this Agreement will be dealt with as follows:
   a. the Party claiming there is a dispute will give the other Party written notice setting out the nature of the dispute;
   b. within 5 Business Days each Party will nominate a representative not having prior involvement in the dispute who will try and settle the dispute by direct negotiations;
   c. if settlement is not achieved within a further 10 Business Days, the Parties may agree to refer the dispute to an independent third person with power:
      – to intervene and direct a resolution, which the Parties will be bound by; or
      – to mediate and recommend a non-binding resolution;
   d. if a resolution is not reached within a further 20 Business Days, either party may commence legal proceedings.

13.3. The Parties will bear their own costs arising from compliance with this clause 13 and they will equally bear the cost of any person engaged under subclause 13.2.c.

13.4. Despite the existence of a dispute the Recipient must, unless otherwise directed in writing by the Project Officer, continue to perform its obligations under this Agreement.

13.5. This clause 13 does not apply to:
   a. action by the Agency under clause 14; or
   b. legal proceedings by either Party seeking urgent interlocutory relief.

14. Termination

14.1. The Agency may, at any time and in its absolute discretion, terminate this Agreement immediately by written notice to the Recipient.

14.2. Without limiting clause 14.1, the Agency may, by written notice, terminate this Agreement immediately if the Recipient fails to satisfy any of its obligations under this Agreement.
14.3. Termination under this clause 14 is without prejudice to any prior right of action or remedy which either Party has or may have.

14.4. In the event of termination under this clause 14, the Agency may, without limiting clause 4, recover from the Recipient as a debt owed the Agency any money paid under this Agreement which, in the reasonable opinion of the Project Officer:
   a. has not been legally committed for expenditure by the Recipient in accordance with this Agreement; or
   b. has not been spent on Project Expenses.

14.5. In the event of termination under this clause 14, the Agency will only be liable for:
   a. any Project Expenses incurred by the Recipient prior to termination; and
   b. any other expenses, to the extent there is a legal commitment for expenditure by the Recipient in accordance with this Agreement.

15. Notices

15.1. Unless the contrary intention appears, any notice under this Agreement will be effective if it is in writing and delivered to the Party’s Address for Notice specified in the Agreement Details.

15.2. A communication is deemed to be delivered:
   a. by prepaid post – after 3 Business Days if sent within Australia, and 8 if sent by air mail internationally;
   b. by email – at the time recorded in the received email;
   c. by facsimile - at the time recorded by the transmitting machine, unless within 1 Business Day the sender is informed that the transmission was received in incomplete or garbled form, in which case the notice will be received when it is effectively delivered in accordance with this clause 15.

15.3. A notice received after 5:00pm in the place it is delivered, or on a day that is not a Business Day is deemed to be delivered on the next Business Day.

16. Relationship of parties

16.1. The Recipient is not by virtue of this Agreement an officer, employee, partner or agent of the Agency, nor does the Recipient have any power or authority to bind or represent the Agency.

16.2. The Recipient agrees:
   a. not to misrepresent its relationship with the Agency; and
   b. to ensure its Personnel do not misrepresent its relationship with the Agency.

17. Applicable Law & Policy

17.1. The Recipient agrees, in carrying out this Agreement, to comply with all relevant legislation of the Commonwealth and any State, Territory or local authority.

17.2. The Recipient acknowledges that it is an offence under section 15C of the Environment Protection and Biodiversity Conservation Act 1999 for a person to take an action that results in, or will result in a significant impact on the heritage values of Old Parliament House.

18. Waiver of Rights

18.1. If a Party:
   a. does not exercise; or
   b. delays in exercising, any right under this Agreement or at law, that does not operate as a waiver of those rights.

18.2. A Party’s single or partial exercise of any right under this Agreement or at law does not prevent that Party from exercising that right again or to its full extent.
19. **Entire Agreement**

19.1. This Agreement comprises, in order of descending priority:
   a. these Standard Conditions of Agreement;
   b. the Agreement Details; and
   c. any attachments to these Standard Conditions of Agreement.

19.2. The documents set out in clause 19.1 constitute the entire agreement between the Parties and supersede all other communications between the Parties with respect to this Agreement.

19.3. If any conflict arises between the terms and conditions contained in this Agreement, the order of priority will be as set out in clause 19.1.

20. **Variation**

20.1. A variation of this Agreement is binding only if agreed in writing and signed by the Parties.

21. **Survival**

21.1. Unless the contrary intention appears, the expiry or termination of this Agreement will not affect the continued operation of any provision:
   a. relating to ownership and licencing of Intellectual Property; or
   b. which expressly or by implication from its nature is intended to survive the expiry or termination of this Agreement.

22. **Subcontracting**

22.1. The Recipient must not subcontract the performance of any obligation, or part of an obligation, under this Agreement without prior written approval from the Agency.

22.2. The Agency may impose any conditions it considers appropriate when giving approval under clause 22.1.

23. **Assignment & Novation**

23.1. The Recipient cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Agency’s prior written approval.

23.2. The Recipient agrees not to consult with any other person for the purpose of entering into an arrangement that may require novation of this Agreement without first consulting the Agency.

24. **Jurisdiction**

24.1. This Agreement is to be construed in accordance with, and governed by, the law of the Australian Capital Territory.

24.2. The Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

25. **Definitions**

25.1. In addition to the terms described in the Agreement Details:
   - **Agency Uses** means any purpose within the power of the Commonwealth with respect to the Agency, Centre or Museum and includes purposes that are necessary or incidental to the purpose;
   - **Agency Furnished Material** means any Material provided by the Agency to the Recipient under this Agreement, including that specified in the Agreement Details;
   - **Agreement Details** means the relevant document headed ‘Agreement Details’;
   - **Business Day** in relation to the doing of an act in a place, means a weekday other than a public holiday in that place;
   - **Centre** means the Australian Prime Ministers Centre within the Museum;
   - **Commonwealth** means the Commonwealth of Australia;
   - **GST** has the meaning that it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
Intellectual Property includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include Moral Rights, performers’ rights, or rights in respect of confidential information;

Material includes information, documents, equipment, information and data, stored by any means;

Moral Rights includes the following rights of an author of copyright Material:
   - the right of attribution of authorship,
   - the right of integrity of authorship, and
   - the right not to have authorship falsely attributed;

Museum means the Museum of Australian Democracy;

Party means the Agency or the Recipient;

Permitted Acts means any of the following classes or types of acts or omissions:
   - using, reproducing, adapting or exploiting all or any part of the Public Outcomes, with or without attribution of authorship;
   - supplementing the Public Outcomes with any other Material; and
   - using the Public Outcomes in a different context from that originally envisaged, but does not include false attribution of authorship;

Personnel means a Party’s officers, employees, partners, volunteers, agents and contractors;

Project Expenses means any expenses reasonably incurred by the Recipient in completing the Research Project, including travel expenses, accommodation and living expenses, research expenses, research assistance and production expenses;

Public Outcomes include articles, publications, conference papers and recordings resulting from the Research Project.

Research Project means the Research Project as described in the Agreement Details and includes any Deliverables.
Name:

Dates in residence at the APMC:

Please describe your APMC Research Project experience, including your time in residence at the Museum of Australian Democracy (e.g. did it offer more or less than you expected)?

Did you achieve your research aims during your APMC Research Project (describe briefly the research materials you located at MoAD and other institutions and used in your project)?

How and where do you expect your APMC Research Project research will be used (e.g. details of expected publications, performances etc)?

Are there any images associated with your research project which can be made available to promote the activities of the museum?