

1. DOCUMENT CONTROL

**PLEASE DELETE THIS PAGE ON FINAL VERSION FOR SIGNATURE**

VERSION 1		<p>This document is the basic template for the subcontracting of DELWP contracts. It takes account of new elements of the contract between the Bushfire and Natural Hazards CRC and DELWP dates 26/6/2016. Specifically, the following sections have been amended:</p> <ul style="list-style-type: none"> <li>• Recitals based on the Transfer Funding Agreements have been included</li> <li>• Definitions have been updated</li> <li>• BNHCRC has been amended to Bushfire and Natural Hazards CRC in accordance with our style guide.</li> <li>• Contractor responsibilities have been more clearly specified and specific mention is made of the responsibility for quality control and the evaluation report. This is included in Clause 3 of the contract.</li> <li>• General tidy up</li> <li>• Intellectual property has been updated.</li> </ul>

<b>BUSHFIRE AND NATURAL HAZARDS CRC PROJECT CONTRACT AGREEMENT</b>	
<b>This is a contract between Bushfire and Natural Hazards CRC Ltd and the nominated Research Organisation to carry out research in accordance with the following Details, Terms of Research and any Attachments</b>	
<b>DETAILS</b>	
Bushfire and Natural Hazards CRC Ltd	The managing company for the Co-operative Research Centre for Bushfire and Natural Hazards (ABN: 21 163 137 979).
Contact details	Name: Bushfire and Natural Hazards CRC Ltd
	Address: Level 1, 340 Albert Street East Melbourne Vic 3002 Australia
	Business Manager: Anna Nikitina
	Tel: 03 9418 5215
	Email: <a href="mailto:accounts@afac.com.au">accounts@afac.com.au</a>
Research organisation (Contractor)	Business Name: Address: ABN:
Research organisation Business Manager or Equivalent Contact	Contact Person: Title: Phone: Email:
Project	The project titled
Research Organisation Team Leader	Contact Person: Title: Phone: Mobile Email
Other Project Participants	This contract covers the input of the Research Organisation to the Project...
Preamble	Bushfire and Natural Hazards CRC is acting on behalf of the State Government of Victoria through its Department of Environment, Land, Water & Planning ("the State") in administering funds provided by the State for this project
Client Inputs	Project Control Board management and support services, project management and administration
Project Commencement Date	Upon signing of this contract
Project Completion Date	30 June 2022
Project Task, Deliverables and Delivery Dates	Project will be conducted in accordance with the Project Proposal in Schedule 1 and with the deliverables and delivery dates as shown in Schedules 1 and 2.
Project Funds (Fee)	\$1,181,750 excl. GST to be paid upon evidence of completion of milestones as shown in Schedule 2
Reimbursable Expenses	Workshop and travel expenses not exceeding \$10,000 excl. GST
Governing Law	Victoria, Australia

**DATED THIS DAY**

.....  
Signed for and on behalf of the Research Organisation

.....  
Signed for and on behalf of the  
BUSHFIRE and NATURAL HAZARDS CRC Ltd  
Dr Richard Thornton CEO

.....  
Witness

.....  
Witness: (Please sign)

.....  
Print Name

.....  
Print Name

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## RECITALS

- A. The Bushfire and Natural Hazards CRC is a not for profit public company limited by guarantee established to manage the Commonwealth Agreement specialising in managing research in the field areas of fire, natural hazards, emergency management and emergency services research and utilisation. The CRC pursues, leads and co-ordinates world class research and training relevant to that field, the outcomes of which are used for the national public good. The CRC seeks to disseminate through its stakeholders, knowledge and understanding generated through research endeavours.
- B. The State, through the Department of Environment Land Water and Planning (DELWP) and other public entities, is a member of the CRC and has a history of working collaboratively with the CRC for the purposes of enabling the CRC to perform its functions in the public interest.
- C. The State has agreed to provide funds to the CRC, for the purpose of delivering the Projects, subject to the conditions imposed by a Transfer Payment Funding Agreement.
- D. The Transfer Payment Funding Agreement allows that the CRC may contract with third parties (Research Organisations) to assist the CRC to perform a project. Any agreement between the CRC and a Research Organisation (and any milestones specified in the agreement) must be consistent with Transfer Payment Funding Agreement. This contract is established in accordance with that provision.

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement unless expressed or implied to the contrary:

**Adjustment** has the same meaning given to that term in the GST Act.

**Adjustment Note** has the same meaning given to that term in the GST Act.

**Agreement** means this Agreement, including the Schedules and appended Details and attachments as amended from time to time in accordance with the terms hereof.

**Background Intellectual Property** means intellectual property of the State of Victoria used to meet the Contractor's obligations under this Agreement and also Contractor Intellectual Property and Bushfire Natural Hazards CRC Intellectual Property as defined below.

**Bushfire and Natural Hazards CRC Intellectual Property** means Intellectual Property owned by the Bushfire and Natural Hazards CRC at the Commencement Date.

**Business Day** means Monday to Friday excluding public holidays in Victoria.

**Claims** includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

**Commencement Date** means, in respect of a Project, the date specified in the Details.

**Completion Date** means, in respect of a Project, the date specified in the Details.

**Conflict of Interest** means an actual or potential conflict of interest, or a conflict of interest that could reasonably be perceived to exist, between the Contractor and the Bushfire and Natural Hazards CRC or the State, or the Contractor and a third party, in relation to the performance of the Contractors' obligations under this Agreement.

**Contractor Intellectual Property** means Intellectual Property owned by Contractor at the Commencement Date and made available by the Contractor for the Project.

**Confidential Information** of a Party:

- (a) means all information of whatever description, whether in permanently recorded form or not and whether or not belonging to a third party, which is by its nature confidential or which the Party identifies as confidential to itself; and
- (b) does not include information to the extent that information is:
  - (i) independently created or rightfully known by, or in the possession or control of, the other Party and not subject to an obligation of confidentiality on the other Party;
  - (ii) in the public domain (otherwise than as a result of a breach of this Agreement); or
  - (iii) required to be disclosed by law.

**Consumer Warranty** means any mandatory condition and warranty implied into this Agreement by the *Trade Practices Act 1974* or corresponding legislation in other jurisdictions.

**Deliverables** means the item(s) to be delivered to the Bushfire and Natural Hazards CRC as specified by the Project.

**Details** means the details to which these terms are attached.

**Force Majeure Event** means any occurrence or omission as a result of which the party relying on it is prevented or delayed in performing any of its obligations (other than a paying obligation) under this Agreement and that is beyond the reasonable control of that party including without limitation a severe weather event, fire, earthquake, flood, explosion, industrial action, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster or embargo but not including the occurrence of the type to which the Contractor is expected to respond as part of the Project.

**Governance Agreement** means the Transfer Payment Funding Agreement between the Bushfire and Natural Hazards CRC and the State of Victoria through DELWP and its predecessors and successors.

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

**GST** has the same meaning given to that term in the GST Act.

**Head Agreement** means the Transfer Payment Funding Agreement – DELWP Risk Management Research Projects between the State of Victoria through the Department of Environment Land Water and Planning and the Bushfire and Natural Hazards Cooperative Research Centre.

**Input Tax Credit** has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

**Intellectual Property** means all copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks) and registered designs, trade secrets and know-how, all rights under the *Circuit Layouts Act 1989* (Cth), and all other intellectual or intangible property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.

**Milestones** means, in respect of a Project, the milestones described in Schedule 1.

**Moral Rights** means moral rights under and in accordance with the *Copyright Act 1968* (Cth).

**Party** means either Bushfire and Natural Hazards CRC or Contractor.

**Personnel** means any person employed or engaged by the Contractor to carry out any task related to the Project under this Agreement, including any personnel employed or engaged by a subcontractor.

**Policy Lead** means that person nominated by who exercises the duties of DELWP in representing and communicating the needs of DELWP to inform the Project's outputs or outcomes, for monitoring that outcomes will meet DELWP needs within the constraints of the Project Plan.

**Project** means the works described in a Schedule(s) to this Agreement.

**Project Control Board**, means the Board established by the State of Victoria and the CRC providing the oversight (by way of quarterly meetings) of the Project.

**Project Intellectual Property** means Intellectual Property developed by the Contractor in the course of performing the Project and/or creating the Deliverables.

**Project Plan** has the meaning set out in clause 3.

**Project Results** means the Deliverables and the Project Intellectual Property.

**Quality control** has the meaning set out in as set out in clause 3.

**Relevant Legislation** means:

- (a) any Act, regulation, rule, ordinance, proclamation, by-law or similar statutory instrument, whether of the Commonwealth, State or local government;
- (b) any policy or code of conduct of the CRC or Research Organisation (as the case may be) which is binding on that Party and relevant to the performance of the Project under this Agreement.

**Schedule** means a schedule to this Agreement describing the Project.

**State** means the State Government of Victoria in Australia through its Department of Environment, Land, Water and Planning its predecessors and successors and assigns.

**Specified Personnel** means individuals essential to the Project delivery named in the Schedule.

**Supply** has the same meaning given to that term in the GST Act.

**Tax Invoice** has the same meaning given to that term in the GST Act.

**Term** is the period of time that commences on the date the Agreement is executed by both parties and continues until the completion of the Project.

**Third Party Intellectual Property** means any Intellectual Property of a third party, other than the State of Victoria, that is:

- (a) included, embedded in or attached to the Project Intellectual Property; or
- (b) used in connection with the Project.

The following words have the meaning ascribed to them in the Details: **Deliverables, Delivery Date, Fee, Governing Law, and Reimbursable Expenses.**

Unless the context does not permit, the singular shall include the plural and vice versa and expressions inferring a gender shall include any other gender.

Headings shall not be used as an aid to interpretation.

## 2. PARTY REPRESENTATIVES

- 2.1 The Bushfire and Natural Hazards CRC will nominate a representative (Bushfire and Natural Hazards CRC Representative) who will:
- (a) Represent the Bushfire and Natural Hazards CRC and be deemed to be the agent of the Bushfire and Natural Hazards CRC in relation to any matter arising under this Agreement, including any decision made or information given or received by the Bushfire and Natural Hazards CRC; and be available at all reasonable times for consultation with the Contractors Representative in connection with any matter arising under this Agreement.
  - (b) The Contractor may rely on any written statement or representation made by the Bushfire and Natural Hazards CRC Representative and that statement or representation will be binding on the Bushfire and Natural Hazards CRC.
- 2.2 The Contractor will nominate a representative (Contractor Representative) who will:
- (a) Represent the Contractor and be deemed to be the agent of the Contractor in relation to any matter arising under this Agreement, including any decision made or information given or received by the Contractor; and be available at all reasonable times for consultation with the Bushfire and Natural Hazards CRC Representative in connection with any matter arising under this Agreement.
  - (b) The Bushfire and Natural Hazards CRC may rely on any written statement or representation made by the Contractor Representative and that statement or representation will be binding on the Contractor.



### 3. CONTRACTOR OBLIGATIONS

- 3.1 Provided that the Bushfire and Natural Hazards CRC meets its obligations under this Agreement, the Contractor must, at all times in performance of the Project:
- (a) exercise due care, skill and judgment;
  - (b) act in accordance with the highest professional principles and standards;
  - (c) allocate work under the Project to Personnel who have:
    - i. appropriate qualifications, skills and experience;
    - ii. appropriate technical expertise; and
    - iii. sufficient experience working on projects of a similar nature and size to enable the Research Organisation to successfully complete the Project in accordance with the agreed Project Plan.
  - (d) ensure that it and any person or Research Organisation employed or engaged to work on the Project does not:
    - i. engage in unethical work practices; or
    - ii. engage employees or subcontracted workers upon terms and conditions that will not meet industrial standards generally applicable in Victoria.
  - (e) observe and comply with all Relevant Legislation;
  - (f) comply with all Laws and Policies affecting or applicable to the delivery of this Project;
  - (g) have regard to any matters notified in writing by the Bushfire and Natural Hazards CRC Representative or by the Project Control Board;
  - (h) comply with the Project governance protocols set out in the Governance Agreement.
- 3.2 Provided that the Bushfire and Natural Hazards CRC meets its obligations under this Agreement, the Contractor must, at all times in management of the Project:
- (a) undertake and complete the Project in accordance with this Agreement;
  - (b) use its best endeavours to deliver the Deliverables and Milestones to the Bushfire and Natural Hazards CRC by the dates specified in the Schedule or any other dates notified by the Bushfire and Natural Hazards CRC's Representative in writing and agreed with the Contractor.
  - (c) within 3 months of entering into this Agreement prepare, to the satisfaction of the Policy Lead, a Project Plan meeting the objectives of this Project. This Project Plan must be prepared using the template provided as Attachment 1 to this Agreement. The Project Plan must include but not be limited to:
    - i. an overview and scope of the Project;
    - ii. a statement of aims and objectives;
    - iii. the research design;
    - iv. any Milestones in an agreement between the Bushfire and Natural Hazards CRC and Research Organisation;

- v. quality control measures addressing both include both science content and presentation;
  - vi. a budget and including in-kind contributions from Research Organisation;
  - vii. resource requirements including students and data or other inputs required from DELWP;
  - viii. the identification of project team member's roles and responsibilities including the identification of any personal essential to the delivery of the Project (Specified Personnel);
  - ix. the identification of key stakeholders;
  - x. an outline of internal project management arrangements;
  - xi. a risk management plan including processes for monitoring risks and proposed treatments for managing critical risks and any other matters referred to a Project Control Board that are specific to the scope and were identified in the Project planning phase.
- (d) maintain productive relationships with the stakeholders listed in the Project Plan;
- (e) protect the confidentiality of, and manage, the Project Intellectual Property, through appropriate safeguards and systems of security;
- (f) ensure any researcher involved in a project undertaken under this agreement acknowledges the role of the research project is to provide only scientifically evidenced and unbiased information in a way that can be used to inform policy development and management decision making;
- (g) ensure any researcher involved in a project undertaken under this agreement acknowledges unless specific policy narratives are requested, Project outputs should focus on factually describing how knowledge gained on system, processes or consequences can be used to inform policy development and implementation and should not be used to comment on government policy; and
- 3.3 Provided the Bushfire and Natural Hazards CRC a quarterly report in accordance with the nominated template set out in Attachment 2 to this Agreement.
- 3.4 Within 4 weeks of the acceptance of final Project Deliverable provide Bushfire and Natural Hazards CRC with a completed Project Evaluation Report in accordance with the nominated template set out in Attachment 3 to this Agreement.

### **3.5 Specified Personnel**

- 3.5.1 Personnel specified in the Project Plan as essential to the satisfactory delivery of the Project. In the event that any one or more of these individuals are unable to continue to work on the Project to the extent identified in the Project Plan approved by the Policy Lead, the Bushfire and Natural Hazards CRC must be notified in writing immediately and within 5 days a consultative process will be put in place to find alternative ways to deliver the agreed outcomes and Milestones.
- 3.5.2 If after a further 10 days, the consultative process has proven unsuccessful or if Bushfire and Natural Hazards CRC is not reasonably satisfied with the alternative options and/or new proposed Personnel then the Bushfire and Natural Hazards CRC reserves the right to transfer this Project to another organisation without further recourse to the Contractor. This clause is subject to the Dispute Resolution clause of this Agreement.

#### 4. PAYMENT

4.1 Upon receipt of evidence that the milestones for the relevant period have been achieved to the Bushfire and Natural Hazards CRC's reasonable satisfaction the Bushfire and Natural Hazards CRC must pay the Contractor:

(a) Within 30 days after receipt of the Contractor invoice for:

- i. the Fee then due as set out in the Schedule; and
- ii. the incurred Reimbursable Expenses as described in the Schedule; and

(b) Interest on all amounts due under this Agreement but unpaid at the aggregate rate of the Westpac Indicator Lending Rate published from time to time by Westpac Banking Corporation plus 2% per annum from the due date until the unpaid amount is paid.

4.2 If the scope of the Project changes materially after the execution of this Agreement the parties must negotiate in good faith to agree revised Deliverables and Milestones and a new Fee, whether higher or lower than the current Fee.

#### 4.3 Goods and Services Tax (GST)

(a) Where a Supply is made under this Agreement as a consequence of which the Supplier is or becomes liable to pay any GST in relation to that Supply, the recipient of the Supply must on demand pay to the Supplier the amount of GST payable.

(b) If GST is applicable to a Supply made by the contractor under this Agreement, then, to the extent that the amount of GST stated to be included in the Fee or any Instalment of it is more or less than the amount of the GST liability actually incurred by the Contractor in respect of that Supply, Contractor may vary the Fee or the relevant Instalment by the applicable amount of GST and the Bushfire and Natural Hazards CRC must pay or Bushfire and Natural Hazards CRC must refund, as the case may be, the amount of the variation on demand.

(c) A Supplier must provide the recipient of a Supply with a Tax Invoice and any other documentation reasonably required to claim any Input Tax Credits claimable for or in relation to any Supply made under this Agreement.

(d) For the purposes of this clause 4.3:

- i. the terms 'Consideration', 'Input Tax Credit', 'Supply' and 'Tax Invoice' have the meaning attributed to them in the GST Law;
- ii. 'GST' means any tax imposed on the supply of goods, services or anything else;
- iii. 'GST Law' means the *A New Tax System (Goods and Services Tax) Act 1999*; and

(e) 'Supplier' means a person that makes a Supply.

## 5. DELAYS AND VARIATIONS

- 5.1 The Contractor is not liable for any failure to carry out part or all of its obligations under this Agreement if that failure is due to any cause beyond the reasonable control of the Contractor and agreed in writing by the Bushfire and Natural Hazards CRC Representative.
- 5.2 The Contractor must not amend or vary a Project Plan without the prior written approval of the Bushfire and Natural Hazards CRC.
- 5.3 If the Contractor wishes to amend or vary any aspect of a Project Plan (including to modify the scope of the Project activities, Milestones or Deliverables), it may submit a proposal to the Bushfire and Natural Hazards CRC Representative detailing the nature of the proposed amendment or variation and explaining why this amendment or variation is necessary (Amendment Proposal) and any consultation that has occurred with the Policy Lead.
- 5.4 The Bushfire and Natural Hazards CRC Representative may, having regard to any advice from the relevant Project Control Board and in the Bushfire and Natural Hazards CRC Representative's absolute discretion, approve or reject any Amendment Proposal and will notify the Contractor of his or her decision in writing as soon as practicable but no later than within 30 days of receipt of the Amendment Proposal.
- 5.5 This Agreement may only be varied or replaced by an Agreement duly executed by the parties.

## 6. INTELLECTUAL PROPERTY

### 6.1 Ownership of Project Intellectual Property

- 6.1.1 The Contractor acknowledges and agrees that the ownership of all Project Intellectual Property vests in the State upon creation.
- 6.1.2 The Contractor assigns ownership of all Project Intellectual Property to the State and will ensure all its Personnel, execute all documents and do all things necessary to assign to the State all such rights.
- 6.1.3 The Contractor agrees to document all Project Intellectual Property at the conclusion of the Project and provide copies of all such material to the Bushfire and Natural Hazards CRC.
- 6.1.4 Clause 6.1 does not affect the ownership of the Contractor Intellectual Property or the Third Party Intellectual Property.
- 6.1.5 All ethics applications must be submitted such that they would enable the Contractor to comply with the requirements of this Agreement. The Contractor must advise the Bushfire and Natural Hazards CRC within three (3) working days of any conditions imposed by a Human Ethics Committee which would prevent them complying with the terms and conditions of this Agreement.

### 6.2 Contractor Intellectual Property

- 6.2.1 The Contractor grants to the State a world-wide, perpetual, irrevocable, non-exclusive, royalty-free, transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Contractors Intellectual Property for the purpose of the State receiving the full benefit of each Project, other than for the purpose of commercialisation.

### 6.3 Third Party Material

- 6.3.1 The Contractor must obtain all necessary licences and permissions before including any Third Party Intellectual Property in the Project or using Third Party Intellectual Property in connection with this Project.
- 6.3.2 To the extent that the State needs to use any of the Third Party Intellectual Property to receive full benefit of each Project, the Contractor must obtain, or ensures that its relevant Personnel (including a Research Organisation) obtains a world-wide, perpetual, irrevocable, non-exclusive, royalty-free, transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Third Party Intellectual Property for the purpose of each Project other than for the purpose of commercialisation.

#### **6.4 Use of Project Intellectual Property**

- 6.4.1 The Bushfire and Natural Hazards CRC grants the contractor and its' relevant Personnel for a world-wide, non-exclusive, non-transferrable, royalty-free licence to use, reproduce and adapt all Project Intellectual Property for the purpose of carrying out the Project.
- 6.4.2 If the Contractor or its Personnel wishes to use or publish any part of the Project Intellectual Property, other than in accordance with clause 6.4.1 during the Term, it must seek the Bushfire and Natural Hazards CRC's prior written consent and provide to the Bushfire and Natural Hazards CRC the details of such proposed use or publication in writing.
- 6.4.3 Following receipt of the details of the proposed use or publication in accordance with clause 6.4.2, the Bushfire and Natural Hazards CRC has thirty-five (35) days in which to determine whether it consents to the proposed use or publication (such consent to be granted or withheld in its sole discretion).
- 6.4.4 After the expiration of the thirty-five (35) day period referred to in clause 6.4.3, the Bushfire and Natural Hazards CRC must:
- 6.4.4.1 notify the Contractor or its Personnel (as the case may be) in writing that it requires further time in which to consider the request, in which case clause 6.4.2 will apply afresh to provide the Bushfire and Natural Hazards CRC with 35 days within which to consider the proposed use or publication, or
  - 6.4.4.2 notify the Contractor or its Personnel (as the case may be) in writing that it consents to the use or publication, or does not consent to the use or publication.
- If the Bushfire and Natural Hazards CRC does not notify the Contractor of its determination under clauses 6.4.4.1 or 6.4.4.2 (whichever clause applies) within the 35-day period allowed, the Contractor may invoke the dispute resolution procedure.
- 6.4.5 If the Bushfire and Natural Hazards CRC provides its written consent under clause 6.4.4.2, the Contractor or its Personnel (as the case may be) must:
- 6.4.5.1 only use or publish such Project Intellectual Property to the extent that the Bushfire and Natural Hazards CRC has provided its consent;
  - 6.4.5.2 comply with any conditions specified by the Bushfire and Natural Hazards CRC; and
  - 6.4.5.3 keep a record of all publications and promptly submit a copy of the publication to the Bushfire and Natural Hazards CRC.

#### **6.5 Licence to Project Intellectual Property after the Project**

- 6.5.1 Commencing on the day after the Completion Date, Bushfire and Natural Hazards CRC grants to the Contractor and its relevant Personnel a world-wide, perpetual, irrevocable, non-exclusive, non-transferrable, royalty-free licence, to:
- 6.5.1.1 use the Project Intellectual Property for the purposes of research and development and teaching only, excluding commercialisation; and

- 6.5.1.2 if it obtains the Bushfire and Natural Hazard CRC's prior written consent, publish the Project Intellectual Property.
- 6.5.2 If the State provides its written consent under clause 6.5.1.2, the Contractor must:
  - 6.5.2.1 only publish such Project Intellectual Property to the extent that the State has provided its consent;
  - 6.5.2.2 comply with any conditions specified by the State; and
  - 6.5.2.3 keep the record of all publication and submit a copy of it to the Bushfire and Natural Hazards CRC and the State prior to publication.

#### **6.6 Warranty for Intellectual Property by the Contractor**

- 6.6.1 The Contractor warrants to the Bushfire and Natural Hazards CRC that the Contractor's Background Intellectual Property, the Third Party Intellectual Property, the Project Intellectual Property or any other Intellectual Property provided by the Contractor and used in connection with the Project (Warranted Intellectual Property) is to the best of the Contractor's actual knowledge:
  - 6.6.1.1 the sole property of the Contractor; or
  - 6.6.1.2 Intellectual Property which the Contractor is legally entitled to use for the purposes of the Project,
- 6.6.2 and the use of such Warranted Intellectual Property will not to the best of the Contractor's actual knowledge infringe the Intellectual Property of any person.
- 6.6.3 Without limiting any other indemnity in this Agreement including the indemnity in clause 6.7.3 the Contractor must indemnify and keep indemnified the Bushfire and Natural Hazards CRC against all direct costs, losses, expenses or damages incurred by the Bushfire and Natural Hazards CRC to a maximum level of \$10 million by reason of the Contractor's negligent failure to comply with this clause 6.6.

#### **6.7 Intellectual Property in Material Provided by State**

- 6.7.1 Intellectual Property in all manuals, drawings, computer programs and other information provided to the Contractor by the State for reproduction or guidance in relation to the Project remains the property of the State. This information must not be used or reproduced for any purpose other than in relation to the Project without the prior written approval of the State through the Bushfire and Natural Hazards CRC's Representative.
- 6.7.2 The Bushfire and Natural Hazards CRC warrants to the Contractor that under the Transfer Payment Funding Agreement between the Bushfire and Natural Hazards CRC and the State of Victoria through the Department of Environment, Land Water and Planning it is legally entitled to use, for the purposes of the Project, the State's Background Intellectual Property and that the use of this Intellectual Property will not infringe the Intellectual Property rights of any person.

6.7.3 Pursuant to clause 6.7.2 the Bushfire and Natural Hazards CRC indemnifies and must keep indemnified the Contractor against all costs, losses, expenses or damages incurred by the Contractor to a maximum level of \$10 million by reason of the Contractor's use of the State's Background Intellectual Property for the purposes of the Projects.

**6.8 Moral Rights**

6.8.1 The Contractor will seek to obtain from any person whose Moral Rights may be affected, written consent to the doing of such acts (with respect to the material to which the Moral Rights relate) for the State to derive full benefit from the Project.

6.8.2 The Contractor must ensure that any consent it obtains pursuant to this clause 6.8 is given genuinely and is not obtained by duress or as a result of a false or misleading statement.

6.8.3 The Contractor's obligations pursuant to this clause survive the suspension, expiration or termination of this Agreement.

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## 7. CONFIDENTIAL INFORMATION

- 7.1 Each party must in relation to the Confidential Information of the other party
- (a) keep it confidential;
  - (b) use it only as permitted under this Agreement;
  - (c) only disclose it to employees, contractors and agents who have a need to know and who have undertaken to comply with the recipient's confidentiality obligations prior to disclosure;
  - (d) not copy it or any part of it that is in material form other than as strictly necessary; and
  - (e) promptly comply with any request by the discloser to return or destroy any or all copies of Confidential Information unless required by law to be retained.
- 7.2 The Contractor must in respect of Bushfire and Natural Hazards CRC's or the State's Confidential Information:
- (a) implement security practices against unauthorised copying, use and disclosure (whether that disclosure is oral, in writing or in any other form); and
  - (b) promptly notify the discloser if the Contractor becomes aware of any:
    - i. unauthorised copying use or disclosure in any form; or
    - ii. disclosure required by law.
- 7.3 After notifying the Bushfire and Natural Hazards CRC Representative, the Contractor may disclose information about the Project, the Project Intellectual Property and the Deliverables to:
- (a) its responsible Minister or in response to a request from a House or a Committee of the Parliament of the Commonwealth; or
  - (b) a responsible authority if the Contractor deems the information to expose a potential risk to public health or safety.

## 8. WARRANTIES AND LIABILITY

- 8.1 The Contractor will advise the Bushfire and Natural Hazards CRC if it becomes aware of any infringement of any third parties Intellectual Property, Deliverables or Project Intellectual Property.
- 8.2 Each party excludes all terms, conditions and warranties implied by custom, the general law or statute except any Consumer Warranties.
- 8.3 A party's liability to the other party for breach of any Consumer Warranty is limited, at The Contractor's option to:
  - (a) for services:
    - i. providing those services again; or
    - ii. paying the cost of having those services provided again; and
  - (b) for goods:
    - i. replacing the goods that breach the Consumer Warranty; or
    - ii. paying the cost of replacing the goods that breach the Consumer Warranty.
- 8.4 The Bushfire and Natural Hazards CRC:
  - (a) assumes all risk for any loss or damage resulting directly or indirectly from the Bushfire and Natural Hazards CRC's use or disclosure of the Deliverables and any Project Intellectual Property; and
  - (b) agrees that The Contractor's liability whether at common law, in equity, pursuant to statute or otherwise is limited to:
    - i. the re-performance of the Project; or
    - iii. in the event that The Contractor refuses, or fails within a reasonable time, to re-perform the Project, refund of the Fees paid by the Bushfire and Natural Hazards CRC; and in any event the Contractor will not be liable for any special, indirect or consequential damages.

## 9. INSURANCE

- 9.1 Each Party warrants that it has and will maintain adequate insurance to cover any liability that may arise in relation to this Agreement.
- 9.2 Insurance required under 9.1 shall be for an amount that is not less than \$10 million per event and with a maximum aggregate of \$20 million.
- 9.3 The Contractor is responsible for obtaining and maintaining all insurances of any nature, including personal, accident and disability insurance and professional indemnity insurance of at least \$5 million per event, to adequately cover itself and all Personnel and employees.
- 9.4 If requested by the Bushfire and Natural Hazards CRC, the Contractor will provide the Bushfire and Natural Hazards CRC with a certificate of currency evidencing the insurance policies.
- 9.5 Further, the Contractor must make all superannuation and WorkCover contributions that it is required to make under any relevant legislation.

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## **10. INDEMNITY**

### **10.1 Indemnity for Claims**

The Contractor indemnifies the Bushfire and Natural Hazards CRC against all claims incurred or suffered by the Bushfire and Natural Hazards CRC arising from or in connection with any wilful or negligent act or omission, default or negligence of the Contractor or the Contractor's Personnel in connection with the performance of any works under this Agreement or any negligent breach of the Agreement by the Contractor. The Contractor's liability under this Agreement is reduced to the extent that any damages, liability, loss or costs arising from, or is attributable to, any negligent or unlawful act or omission of the other Party or its Personnel.

### **10.2 Indemnity Extends to Legal Costs**

The indemnity in clause 10.1 extends to and includes direct costs, damages, and expenses incurred in defending and/or settling any Claims specified in clause 10.1, including reasonable legal costs on a full indemnity (solicitor/own client) basis.

### **10.3 Limitation of Liability**

The Contractors' maximum aggregate liability to the Bushfire and Natural Hazards CRC under or in any way connected with this Agreement or the subject matter of this Agreement is limited to an amount equal to the amount that is recovered by the Contractor under any policy of insurance the Contractor is required to maintain under this Agreement or that would be recoverable but for either:

- i. the failure by the Contractor to maintain cover under those policies; or
- ii. a breach by the Contractor of those policies.

### **10.4 Exclusion from Indemnity**

To the full extent permitted by law, the Contractor will not be liable to the Bushfire and Natural Hazards CRC for any indirect loss, arising from this Agreement however caused, whether in tort (including negligence), contract, statute, equity or otherwise

### **10.5 Survival of Indemnities**

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

### **10.6 Enforcement of Indemnities**

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

## 11. DISPUTE RESOLUTION

- 11.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof ('Dispute') will be dealt with in accordance with this Clause.
- 11.2 If a Dispute arises out of this Agreement the parties agree to endeavour in good faith to settle the Dispute in accordance with this Clause 11.
- 11.3 The Party claiming that a Dispute exists will give the other Party formal written notice of such Dispute together with details of that Dispute.
- 11.4 If a Dispute is not settled by the Parties within thirty (30) days of receipt of the written notice, it will be referred to the Chief Executive Officers (CEOs) of each of the Parties or their delegates, who will negotiate in good faith to resolve the Dispute.
- 11.5 If the Dispute is not resolved by the CEOs within 30 days or if either CEO refuses to participate within 15 days of being asked to do so by the other CEO, the Parties must refer the dispute to the Australian Disputes Centre Limited (ADC) for mediation in accordance with the Mediation Guidelines of ADC.
- 11.6 If the Dispute is not resolved by mediation, the dispute must be referred to the ADC for arbitration in accordance with the Arbitration Rules of ADC.
- 11.7 Any arbitration shall be final and binding on the Parties, including any award as to costs.
- 11.8 The arbitration and the decision of the arbitral tribunal will be confidential unless otherwise agreed between the parties.
- 11.9 Nothing in this Clause shall prevent any Party from seeking urgent interlocutory relief.

## 12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective when it is signed by both parties and shall continue in effect until the Contractor has provided the Deliverables to the Bushfire and Natural Hazards CRC and the Bushfire and Natural Hazards CRC has made all payments due under Clause 4 unless sooner terminated in accordance with the provisions of this clause.

### 12.2 Immediate Termination

Either party may terminate this Agreement immediately if:

12.2.1 The other party commits an act of insolvency or enters into a scheme of arrangement or composition with creditors or a liquidator, receiver or receiver and manager, administrator or controller of the Recipient or any of its assets is appointed; or

12.2.2 The other party is found guilty of any criminal offence other than an offence that, in the Bushfire and Natural Hazards CRC's reasonable opinion, does not affect the other party's ability to undertake and complete the Project properly.

### 12.3 Termination by the Bushfire and Natural Hazards CRC for Breach

12.3.1 The Bushfire and Natural Hazards CRC may provide the Contractor with written notice of its intention to terminate this Agreement (in this clause, a Termination Notice) if:

12.3.1.1 The Contractor engages in any conduct that causes or may cause imminent and serious risk to the reputation, viability or profitability of the Project or the funding of the Project.

12.3.1.2 The Contractor engages in any conduct that is contrary to the Contractor's occupational health and safety obligations under any Relevant Legislation.

12.3.1.3 There is any wilful failure or neglect on the part of the Contractor in carrying out the Project, any act of serious misconduct or any other serious or persistent breach of any of the terms of this Agreement.

12.3.1.4 The progress of the Project is suspended for a period of more than 6 months without the written consent of the Bushfire and Natural Hazards CRC Representative.

12.3.1.5 A Milestone under this agreement that has not been achieved within 3 months of the due date without the written agreement of the Bushfire and Natural Hazards CRC.

12.3.2 Any Termination Notice provided by the Bushfire and Natural Hazards CRC under clause 12.3.1 must be in writing, specify the grounds for termination and require the Contractor to rectify the breach within a period of no less than 14 days.

12.3.3 If the Contractor fails to comply with the Termination Notice within the specified timeframe, the Bushfire and Natural Hazards CRC may immediately terminate this Agreement by providing written notice to the Contractor.

#### **12.4 Termination by the Bushfire and Natural Hazards CRC for Convenience**

- 12.4.1 In addition to the Bushfire and Natural Hazards CRC's rights under clauses 12.2 and 12.3 the Bushfire and Natural Hazards CRC may terminate this Agreement at any time before the end of the Term with or without a reason by giving the Contractor 60 days' notice in writing of its intention to terminate this Agreement, after which the Agreement is at an end.
- 12.4.2 On receipt of a notice terminating the Agreement under clause 12.4.1, the Contractor must provide to the Bushfire and Natural Hazards CRC within 28 days a financial report that contains a statement of payments and receipts in respect of the Project certified by a person undertaking the role of Chief Financial Officer of the Contractor (or a comparable role) and that includes a statement that the financial accounts are true and fair.
- 12.4.3 Subject to the Contractor complying with clause 12.4.2 upon termination of this Agreement.
- 12.4.4 The Bushfire and Natural Hazards CRC will pay to the Contractor an amount which is equal to the Contractor's project costs incurred, expended or contractually committed up to the date on which the Contractor received notice under clause 12.4.1.

#### **12.5 Termination by the Contractor**

The Contractor may terminate this Agreement by giving the Bushfire and Natural Hazards CRC 60 days' written notice if:

- 12.5.1 a Force Majeure Event continues for longer than 3 months; or
- 12.5.2 there is a change in Relevant Legislation which prevents the Contractor from being able to continue to perform its obligations under the Agreement.
- 12.5.3 the Contractor may terminate the Agreement by notice in writing to the Bushfire and Natural Hazards CRC if the Bushfire and Natural Hazards CRC is in breach of any material term of this Agreement and the breach is not remedied within fourteen (14) days of a notice from the Contractor specifying the breach and requiring its remedy.

#### **12.6 Consequences of Termination**

##### **12.6.1 Consequences of Immediate Termination or Termination for Breach**

If this Agreement is terminated pursuant to clauses 12.2. or 12.3:

12.6.1.1 The Bushfire and Natural Hazards CRC is not required to make any further payments to the Contractor.

12.6.1.2 The Contractor must take all action necessary to minimise further expenditure of funds.

##### **12.6.2 Consequence of Termination for Convenience**

If this Agreement or a Project is terminated pursuant to clauses 12.3, 12.4 or 12.5:

12.6.2.1 The Bushfire and Natural Hazards CRC is not required to make any further payments to the Contractor;

12.6.2.2 The Contractor must take all action necessary to minimise further expenditure of funds, and

12.6.2.3 The Bushfire and Natural Hazards CRC, subject to compliance by the Contractor with this Agreement, will pay the Termination Fee.

### **12.6.3 Termination Fee**

12.6.3.1 If this Agreement is terminated pursuant to clauses 12.3 12.4 or 12.5, then the procedure set out in this clause applies to determine the Termination Fee payable by the Bushfire and Natural Hazards CRC to the Contractor in respect of such termination.

12.6.3.2 The Contractor must issue an Invoice in respect of the amounts which the Contractor would reasonably have been entitled to receive payment in respect of from the Bushfire and Natural Hazards CRC up to the date of notice of termination had the Agreement not been terminated.

12.6.3.3 Subject to compliance by the Contractor with this clause, the Termination Fee will be calculated having regard to amounts insofar as they relate to the Project only and which are in each case reasonably and properly incurred, expended or contractually committed and arise as a direct result of termination, and will be calculated as follows:

12.6.3.3.1 The amount due to the Contractor evidenced by all unpaid Invoices issued by the Contractor including the Invoice issued in accordance with clause 12.6.3.2, to the extent the Bushfire and Natural Hazards CRC agrees to the amount in any such Invoice;

12.6.3.3.2 The reasonable cost of project materials reasonably ordered by the Contractor for the relevant Project but not yet paid for and which the Contractor is liable to accept, but only to the extent that they have been incorporated into the Project before termination and have not otherwise been included in any Invoice to be met from funding other than provided by the Bushfire and Natural Hazards CRC.

12.6.3.3.3 The reasonable costs incurred in:

- i. removing temporary works and plant;
- ii. demobilising and returning to their place of engagement Contractor's Personnel engaged in the Project at the date of termination;
- iii. reasonable redundancy and termination costs actually paid to Contractor's employees unable to be deployed in alternative works;



- iv. commitments to student stipends and post-doctoral employment arrangements which the Contractor is liable to pay; and less: all amounts already paid in respect of any matters forming part of the calculation; and any amount otherwise properly due and owing to the State from the Recipient.

12.6.3.4 The Contractor undertakes in good faith to mitigate the costs described in clause 12.6.3.3, and agrees that it will calculate the Termination Fee based on its actual legal obligations to its Personnel.

12.6.3.5 The Contractor must provide written evidence (including reasonable particulars) of its efforts to mitigate costs under this clause to the Bushfire and Natural Hazards CRC at any time upon reasonable request.

12.6.3.6 Nothing in this Agreement requires the Bushfire and Natural Hazards CRC to pay an amount to the extent that to do so would result in the Bushfire and Natural Hazards CRC being required to pay the same amount twice in respect of the same matter or thing.

### 13. AFTER END OF AGREEMENT

13.1 Without limiting any other right at law:

- (a) If the Agreement terminates due to a breach by the Bushfire and Natural Hazards CRC under Clause 12.5:
  - i. the Bushfire and Natural Hazards CRC must pay the Contractor for work done and expenses incurred up to the date of termination and fully compensate the Contractor for all reasonable costs, losses and expenses suffered by the Contractor as a result of the termination;
  - ii. the Contractor will continue to be bound by Clause 6 with respect to the use of Project Intellectual Property but
  - iii. the Contractor will be regarded as discharged from any further obligations under this Agreement; and
- (b) Subject to sub-clause 13.1(d), upon termination of the Agreement or expiry, each Party's (the 'First Party') right to use Confidential Information of the other Party ceases and the First Party must immediately at the other Party's request and option:
  - i. return to the other Party;
  - ii. destroy and certify in writing to the other Party the destruction of; or
  - iii. destroy and permit the other Party to witness the destruction of all of the other Party's Confidential Information in the First Party's possession or control.
- (c) Any provisions in this Agreement that create rights or obligations on any of the Parties which are capable of continuing after the expiry or earlier termination of this Agreement (including without limitation clauses 6, 7, 8, 9 and 14) shall do so and any accrued rights or remedies of either Party will not be affected by such termination.

#### **(d) Return of Property**

Upon the termination or expiry of this Agreement, the Contractor must return or with the agreement of the Bushfire and Natural Hazards CRC Representative, destroy any manuals, drawings, computer programs and other documents supplied by the State or the State's Representative to the Contractor and any other property belonging to the State used as part of this Project. The Contractor may retain copies of documents to allow it to use any Project Intellectual Property in accordance with Clause 6.

#### 14. PUBLICATION OF PROMOTIONAL MATERIAL

- 14.1 Except as required by law or as otherwise permitted under this Agreement, neither party may make any public announcement or issue any promotional material or press release relating to:
- 14.1.1 the Project
  - 14.1.2 any negotiations between the Contractor and the Bushfire and Natural Hazards CRC or the State; or
  - 14.1.3 the existence or subject matter or terms of this Agreement, without the prior written consent of the other party.
- 14.2 Where the Bushfire and Natural Hazards CRC gives consent under clause 14.1, or where otherwise requested by the Bushfire and Natural Hazards CRC, the Contractor must acknowledge the Bushfire and Natural Hazards CRC and the State's assistance in all publications and promotional materials relating to the Project by prominently displaying in such publications and on such promotional materials the statement and logo to be provided by the Bushfire and Natural Hazards CRC Representative.
- 14.3 The Bushfire and Natural Hazards CRC undertake to negotiate with the State on behalf of the Contractor and its relevant Personnel that the State will ensure any publication of Project Intellectual Property in research or technical reports or in formal submissions will clearly and prominently note the contribution of the Contractor to the Project.
- 14.4 This clause is subject to the Contractor's rights under clauses 6.4 and 6.5.

## 15. NOTICES

- 15.1 A Party notifying or giving notice under this Agreement must give notice in writing, addressed to the other Party and:
- (a) delivered at that Party's address as set out in the Details or as advised in writing from time to time; or
  - (b) sent by pre-paid mail to that Party's address.

## 16. GENERAL

- 16.1 **Governing Law:** The Governing Law of this Agreement is the law applicable in the State of Victoria, Australia and the Parties submit to the non-exclusive jurisdiction of the courts in that State.
- 16.2 **Assignment:** A Party may not assign any of its rights or obligations under this Agreement to a third party other than with the written consent of the other Party.

### 16.3 Entire Agreement

This Agreement:

- (a) records the entire agreement between the parties and supersedes all earlier agreements and representations by the parties about its subject matter;
- (b) is governed by the Governing Law; and
- (c) may only be altered in writing as agreed by both parties.

### 16.4 Inconsistency

If there is any inconsistency between provisions, then the order of precedence will be:

- (a) Terms; and
- (b) Details; and any Attachments
- (c) the Proposal.

### 16.5 Organisational Representatives

The Bushfire and Natural Hazards CRC representative for the purposes of Clause 2 (a) is:

**Bushfire and Natural Hazards CRC Research Director:**

John Bates

Bushfire and Natural Hazards CRC Ltd

Level 5, 340 Albert Street,

East Melbourne, Vic 3002, Australia

Telephone: 03 9412 9600

E mail: [john.bates@bnhrc.com.au](mailto:john.bates@bnhrc.com.au)

The Contractor representative for the purposes of Clause 2.2 is:

*[Insert contact details]*

**Schedule 1: Research Organisation Proposal**

*[Insert research organisation proposal]*

## **Schedule 2: Milestones and Payment Points**

\*Note the all milestones from the quarter(s) prior to the payment) must be achieved before payment unless otherwise organised with the Bushfire and Natural Hazards CRC.

Actual dates of meeting may vary but must be completed in the quarter assigned.

All materials are subject to review by DELWP and the BNHCRC. Formal Reports must be externally peer reviewed and proof read before being submitted to the BNHCRC and DELWP. Researchers will be required to formally address feedback indicating how matters raised have been addressed or, where it is not possible to address with the scope of the project the steps that would need to be taken to address such matters.

# Emergency Risk Management Project Plan

## ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

### Attachment 1: Project Plan Template

#### Introduction text –

<b>Duration</b>	(insert mm/yyyy to mm/yyyy)
<b>BNHCRC Project Manager</b>	Name Title Organisation Address Telephone Email address
<b>Research Leader</b>	Name Title Organisation Address Telephone Email address
<b>Policy Lead</b>	<b>Name</b> <b>Title</b> <b>Department of Environment, Land Water and Planning</b> <b>Address</b> <b>Telephone</b> <b>Email address</b>

This project will be governed in accordance with the Emergency Risk Management Research Projects Agreement between the Department of Environment, Land Water and Planning, and the Bushfire and Natural Hazards CRC.

The Project Plan should be prepared in consultation with the DELWP Policy Lead. Guidance notes are provided in red.







# ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

## Document Amendments

Version	Date	Summary of Changes	Author
1.0	dd/mm/yy	Initial draft	Name



# ERP 7: Developing strategic intelligence technology and capability for the environmental compliance

## Introduction and Context

### Policy drivers

Which DELWP Policy questions are addressed by this research?

### Policy implementation questions

What the research is intended to achieve.

### Research approach

What the research is intended to achieve and broadly what the approach will be achieving these outcome through this research.

## Project Details

History? (1-3 pages?)

### Research question/s and context

Outline the research questions for this project. It would be useful to mention how you build on/ complement/or leverage existing research.

### Linkages to the other research

How will the project connect with other current research and integrate (if integration is relevant)?

### Methodology and Activities statement

Provide a brief overview of the activities and methods intended to be used conduct the research including timeframes.

Please indicate the person who will be responsible for the conduct of each component of the work.

Any ethics approvals required for the work must be noted.

### Key outputs

This section should expand on the material developed/presented in the response to the Call for Expression of Interest.

Products, services, etc.



## ERP 7: Developing strategic intelligence technology and capability for the environmental compliance

### Outcomes

This section should expand on the material developed/presented in the Call for Expression of Interest.

Outline how the research will impact – for instance informing policy, enabling future research or tool development, delivering a tool. Include how and evidence for the claim.

### Quality Control Processes.

This section should document the internal quality control processes to be used

### Success measures

What are the Key Performance Indicators for this Project? How will this project demonstrate its contribution in terms of both addressing Policy Implementation Questions and delivering quality research?

### Collaboration and potential Interdependencies

Who are the partners in this project? (Who will the project have dialogue, knowledge exchange, conversations, or stakeholder engagement with?). How will the project connect with other research (i.e. CSIRO, BoM, and RMIT)?

How the project will rely on, or contribute to other research projects.

### Milestones (by output if required)

Should equipment /extraordinary payments be required please include them here as a milestone.

# ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

## State Supplied Items


Researchers must provide details of any State Supplied Items in particular the datasets required from DELWP for delivery of this project's milestones. These will become Schedule A to this Project Plan. Data and other items can only be used in accordance with the terms and conditions negotiated by the DELWP Policy Lead with the relevant DELWP data custodian.

Additions and deletions to Schedule A over time will be documented in project updates.

It is acknowledged that negotiation of access to DELWP's commercial data will require separate Data Access Licence Agreements to be negotiated with DELWP. These will not be included in the SSI schedule though courtesy notification via project updates of the establishment of any new DALA may assist others in the program.

## Risks and Mitigation Plan

No.	Risk	Likelihood	Consequence	Mitigation
1				
2				
3				
4				
5				
6				
7				
8				



# ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

**Budget** (excluding GST -Cash and in kind must be documented)

Item	FY (\$)	FY (\$)	FY (\$)	FY (\$)	TOTAL (\$)
<b>Cash Budget allocation</b>					
Salaries (including on-costs)					
Administrative overheads					
Operating expenses					
<b>Equipment /extraordinary purchases</b>					
<b>TOTAL</b>					
<b>Fund Source/s</b>					
BNHCRC					
Other (please specify)					
<b>In Kind Contributions</b>					
Other (please specify)					
<b>TOTAL</b>					

# ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

## Participants

### Research Organisation

Name	Project role	Expertise brought to project	Time (FTE)
	Primary contact....		0.xx
	In kind contribution...		
<b>FTE Total</b>			

### DELWP policy/program staff

Name	Project role	Expertise brought to project	Time (FTE)
	Policy Lead		0.xx
			0.xx
<b>FTE Total</b>			

### External collaborators

Name	Organisation	Expertise brought to project	Comments (including payments if required)



## ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

### Project Plan Approval

#### Policy Lead Sign Off

Project Plan must be approved by the Policy Lead before submission to the PCB

.....

Name

Date

#### Project Control Board Endorsement

Endorsed by PCB on .....(date).....(minuted/out of session)

# ERP 7: Developing strategic intelligence technology and capability for the environmental compliance regulator

## Schedule A – Data or any other items to be supplied by the State.

Please note vague or speculative data requests will not be accepted

Item details	Rationale for requirement – please indicate if item is desirable or essential
Please list all datasets or other items required from DELWP to complete this project	



## Attachment 2: Quarterly Report

### Project Title

Project no.:

Period covered:

Prepared by:

---

Project Manager:

Policy Lead:

Contracted Research Organisation:

Research Leader:

***Output highlights in this reporting period*** (2-3 highlights in a couple of lines each)

***Emerging issues with other project(s) or whole program implications*** (include details of output or publication and date submitted)

***Emerging risks and mitigation approach*** (reference applicable activity from milestone table)

### Milestones Report

- Copy milestones from approved project plan into the table
- Maintain original milestone date unless fully endorsed for adjustment.
- Highlight (light grey) those cells where a milestone was due in the reporting period
- Apply applicable **letter** from Traffic Light Status to “Status” field to each Milestone in table:

Traffic Light Status	
On track (green)	<i>G</i>
Some risk to milestone (amber)	<i>A</i>
Major threat to milestone (red)	<i>R</i>
No activity – leave blank	<i>blank</i>
Completed	<i>C</i>

Milestones	Milestone date	Status

Attachment 3: Evaluation Template

DELWP BUSHFIRE EMERGENCY RISK MANAGEMENT RESEARCH PROJECTS

FINAL EVALUATION REPORT

ERP **Insert Number** **Insert Project Title**

PREPARED JANUARY 2015

LEAD RESEARCHER	
RESEARCH ORGANISATION	
RESEARCH COMMENCEMENT DATE	
COMPLETION DATE	
DELWP POLICY LEAD/S	

**Financial Report**

TOTAL PROJECT FUNDS	PROJECT MANAGEMENT FEE	RESEARCH FEE	OTHER	BALANCE

**Project Outcomes & Highlights Quantifiable outcomes of the Project**

*We need to ensure this is not about “outputs” but instead the link between project objectives and outputs. What are the Highlights of the project? Policy or operational implications*

**Project Performance? Assessment**

*How successful was the project in delivering against the Objectives of the projects? What significant enablers occurred and facilitated the project? What risks or issues emerged*

*during the project, how were they resolved/mitigated? How did this project connect with other projects, and what impact did this have? Include a range of factors including project relationships, access to resources, timelines, etc.*

**Communication, consultation, and relationship management.**

*How did this project connect with other projects, and what impact did this have? Include a range of factors including project relationships, access to resources, timelines, etc.*

*Summary of consultation or communication undertaken with the Community and Stakeholders during the term of the project;  
Assessment of the effectiveness of the above activities, including Community and Stakeholders responses to the Project.*

**Learning and Adaptation**

*Based on the Project Assessment, what learning is valuable for adapting future research projects (future implications)?*

*Discussion of key lessons learned from the project in terms of planning and Implementation.*

*If the process were to begin again, what would / could be done differently to achieve a better outcome.*

**Summary of Outputs**

*Reports, publications, milestones.*

Table 1 Milestones in Project Agreement

**Potential Research Utilisation**

**Policy Lead Comment**

Report Prepared By

Date:

