



# LEGISLATIVE ASSEMBLY FOR THE AUSTRALIAN CAPITAL TERRITORY

STANDING COMMITTEE ON PLANNING, ENVIRONMENT  
AND TERRITORY AND MUNICIPAL SERVICES

## ANSWER TO QUESTION TAKEN ON NOTICE DURING PUBLIC HEARINGS



[Ref: Hansard Transcript 20 February 2013, pg 4 (Proof)]

In relation to : OwnPlace

**“DR BOURKE:** Could you go through the criteria for selection of people to participate in OwnPlace—the home owners, not the builders?

**Mr Reynolds:** I will answer what I can now, because, as I understand the criteria, I think there is an income threshold of around \$120,000. I will have to check what the latest criteria are. I am happy to take it on notice.”

**MINISTER FOR ECONOMIC DEVELOPMENT :** The answer to the Member’s question is as follows:—

To participate in an OwnPlace house and land package, a prospective purchaser/s must be eligible for the Home Buyers Concession Scheme (HBCS).

A successful application under the HBCS must comply with the following criteria:

- be purchasing a new or substantially renovated property between 1 January 2013 and 30 June 2013;
- the HBCS application must be lodged within the required time;
- applicants must satisfy a current and previous property ownership test;
- the total value of the property must be less than the upper property value threshold amount;
- the total gross income of all applicants must not be greater than the relevant total gross income threshold amount;
- applicants must satisfy the residency requirements; and
- applicants are generally required to be at least 18 years old.

Further details on HBCS can be found at:

[http://www.revenue.act.gov.au/home\\_buyer\\_assistance/home\\_buyer\\_duty\\_concession/1\\_January\\_2013\\_-\\_30\\_June\\_2013](http://www.revenue.act.gov.au/home_buyer_assistance/home_buyer_duty_concession/1_January_2013_-_30_June_2013)

Approved for circulation to the Standing Committee on Planning, Environment and territory and Municipal Services

Signature: 

Date: 12.3.13

By the Minister for Economic Development, Andrew Barr MLA



**LEGISLATIVE ASSEMBLY FOR THE AUSTRALIAN CAPITAL TERRITORY**  
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[Ref: Hansard Transcript 20 February 2013, pg 5 (Proof)]

In relation to: Land Rent

**MR COE:** Can you please take on notice how many land rent leases have been transferred to standard leases?

**Mr Barr:** Yes.

**MR COE:** Perhaps less than six months and then less than 12 months or thereabouts?

**Mr Barr:** Yes.

**MR COE:** Or a convenient breakdown in the system.

**MINISTER FOR ECONOMIC DEVELOPMENT :** The answer to the Member's question is as follows:—

As at 1 March 2013, 210 (or around 10 per cent) of lessees have converted from a land rent Crown Lease to a standard Crown Lease. This includes 89 lessees who converted prior to settlement with the Land Development Agency; and 121 lessees who converted post settlement.

Approved for circulation to the Standing Committee on Planning, Environment and territory and Municipal Services

Signature: *Andrew Barr*

Date: 12.3.13

By the Minister for Economic Development, Andrew Barr MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE**  
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[Ref: Hansard Transcript 20 February 2013, pg 7 (Proof)]

In relation to : Lease conditions at Kingston Foreshore

**Dr Burke:** Did you have a ratio for residential and commercial use for the Kingston Foreshore development.

**MINISTER FOR ECONOMIC DEVELOPMENT :** The answer to the Member's question is as follows:—

There is no ratio for residential and commercial use for the Kingston Foreshore development. The degree of flexibility for mixed use development is controlled by the Territory Plan and is also dependant on the market within the conditions of the Territory Plan.

Approved for circulation to the Standing Committee on Planning, Environment and Territory and Municipal Services

Signature: *Andrew Barr*

Date: 7.3.2013

By the Minister for Economic Development, Andrew Barr MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE  
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[Ref: Hansard Transcript 20 February 2013, pg 8 (Proof)]

In relation to : Lease development conditions for section 47 Belconnen (Geocom Tower)

**“MR COE:** How could it be larger than anticipated if there weren’t any limits? What could possibly have been anticipated if there were no boundaries?

**Mr Dawes:** We would have to go back and look at the lease development conditions on that particular site. It was all clearly up front in the marketing material.”

**MINISTER FOR ECONOMIC DEVELOPMENT :** The answer to the Member’s question is as follows:–

To support the critical economic task that town centres have for the Canberra economy a broad range of land uses and higher built form is encouraged, and expected. In particular to broadly support policy initiatives associated with employment, public transport, infrastructure efficiency, housing provision etc. In particular, Belconnen Section 47 is located in a CZ2 Land Use Zone (LUZ) in the Territory Plan. This LUZ has no specific height requirement and provides for a wide range of commercial and retail activities, including residential to support the development of the Belconnen Town Centre.

The land release undertaken by the LDA supported the policy intent by requiring the development, as reflected in the Crown Lease, of a mixed use development (i.e. a range of land uses) to support day and night-time activity within the town centre. The predominant desired use being for upto 235 residential dwellings. To further encourage the mixed use development of this site and greater innovation in built-form and on-site activities, other purposes, consistent with the Territory Plan were also permitted.

It was not possible, nor considered desirable, for the LDA to adversely limit the intentions of the Territory Plan or specifically describe the scale, or type, of mixed use and innovation that is most appropriately delivered by the private sector for this site.

Approved for circulation to the Standing Committee on Planning, Environment and territory  
and Municipal Services

Signature: *Andrew Barr*

Date: *12.3.13*

By the Minister for Economic Development, Andrew Barr MLA



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[Ref: Hansard Transcript 20 February 2013, pg 20]

In relation to: Block for sale in Lanyon

**MR WALL:** There is a site that has recently appeared for sale down at Lanyon opposite the Argyle housing community. What is the proposed use for that? Was the block not previously sold? Has it been returned?

**MINISTER FOR ECONOMIC DEVELOPMENT :** The answer to the Member's question is as follows:—

In accordance with the Territory Plan, Block 13 Section 229 Conder (the Site) is zoned "community facilities", with permitted uses that include childcare, education, health facility, indoor recreation and office.

The Site was sold at auction on 13 December 2011. Settlement was to occur on 8 June 2012. The sale was not completed by the purchaser and the contract was terminated on 28 September 2012 with the Site being retained by the Land Development Agency (LDA).

The Site is being reoffered to the market via an auction process on 27 March 2013.

Approved for circulation to the Standing Committee on Planning, Environment and Territory and Municipal Services

Signature: *Andrew Barr*

Date: 13.3.13

By the Minister for Economic Development, Andrew Barr MLA



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[Ref: Hansard Transcript 20 February 2013, pg 27 (Proof)]

In relation to : Gungahlin Leisure Centre - progress

**DR BOURKE:** Speaking of pools, Minister, could you outline the progress on the Gungahlin leisure centre and the pools, please?

**Mr Barr:** Certainly. This has obviously been a much-anticipated project in the Gungahlin town centre. It went through an extensive consultation process and variety of different needs will be accommodated within the facility. It has multiple pools that provide for lap swimming, learn-to-swim programs, hydrotherapy et cetera. It will meet a diverse range of community needs.

Construction is well progressed. I can possibly, in fact, provide the committee with some photographs of recent work. ....

**MINISTER FOR SPORT AND RECREATION:** The answer to the Member's question is as follows:—

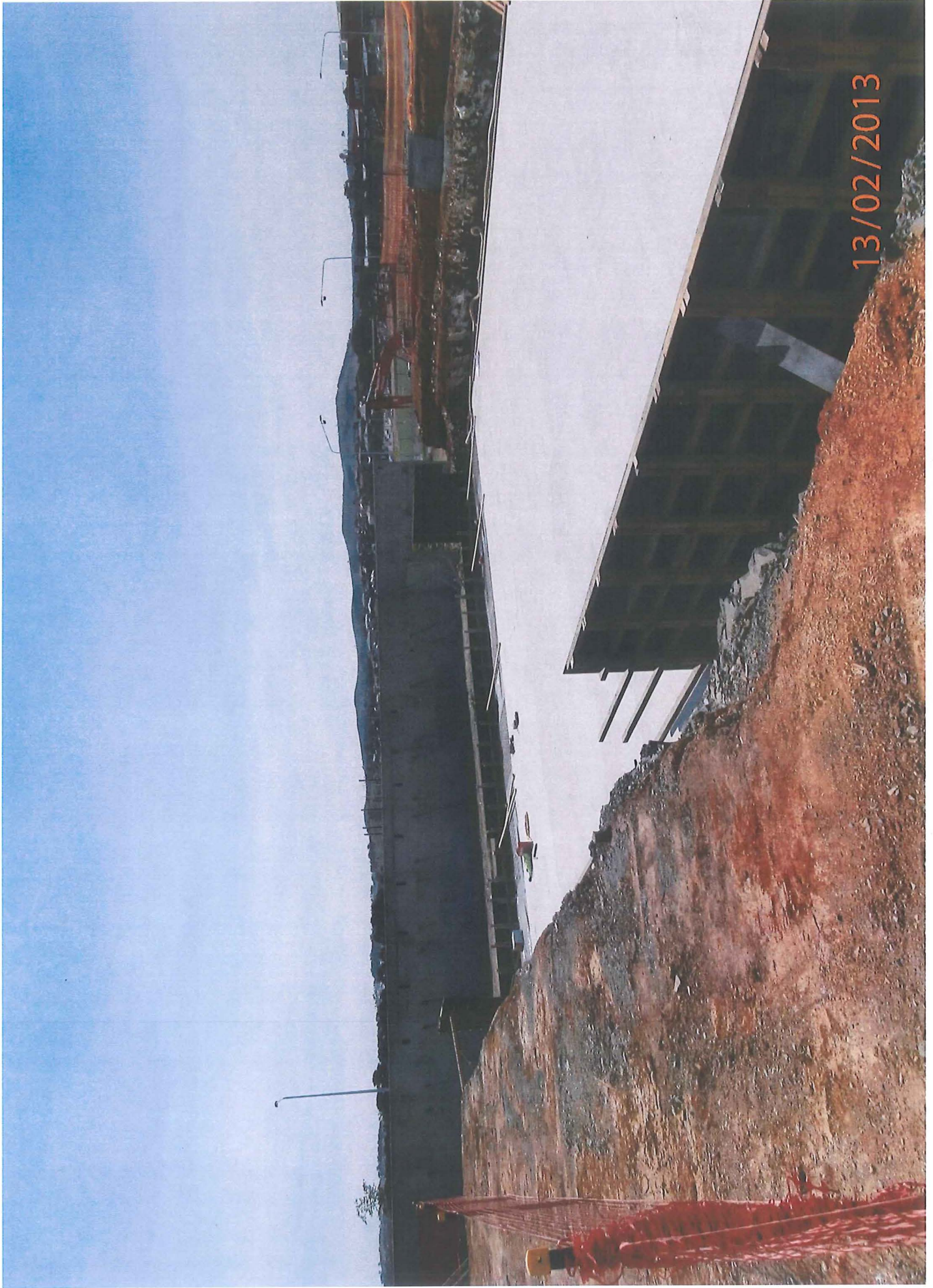
See attached photos.

Approved for circulation to the Standing Committee on Planning, Environment and Territory and Municipal Services

Signature:

Date: 12.3.13

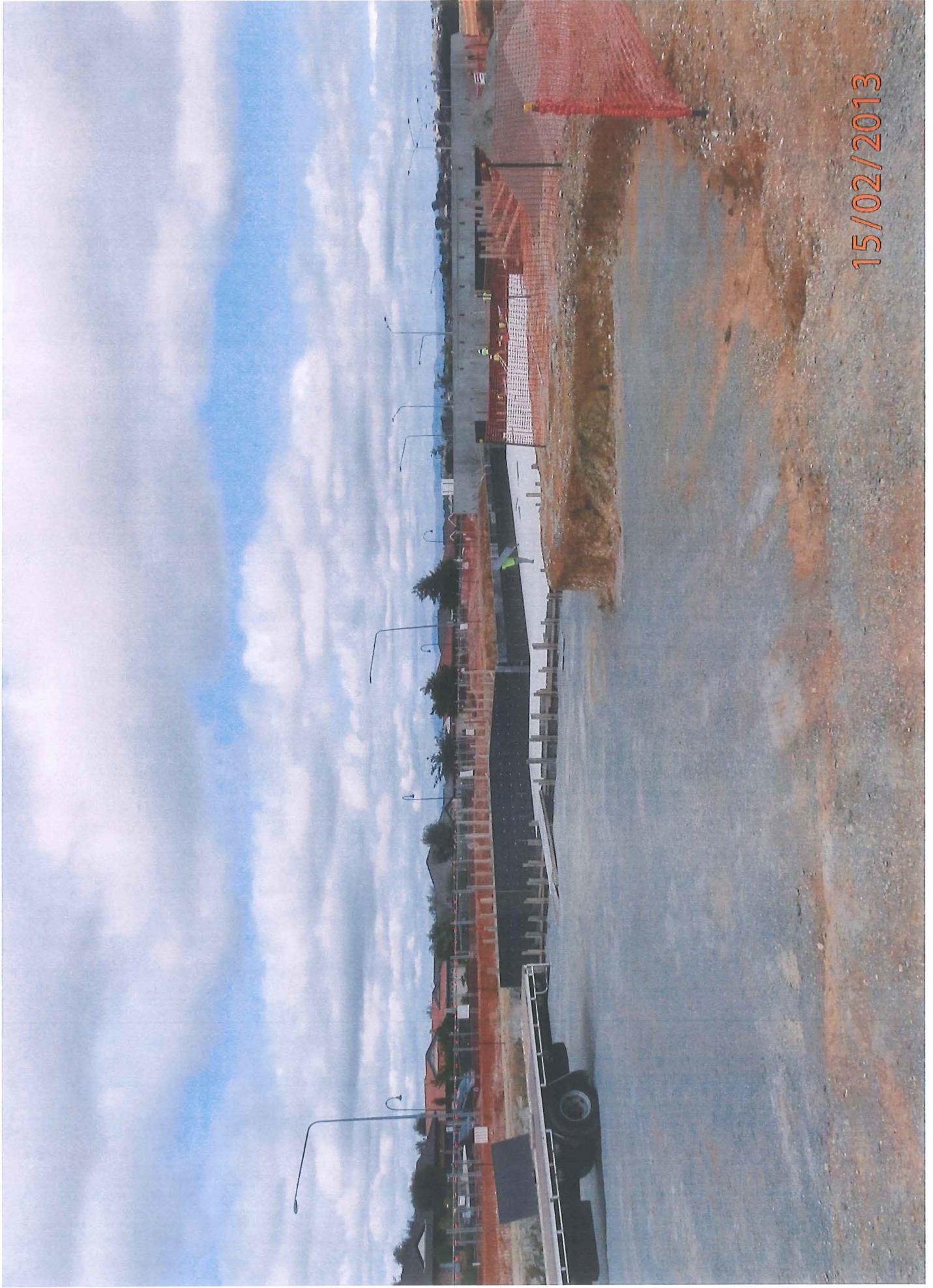
By the Minister for Sport and Recreation, Andrew Barr MLA



13/02/2013



13/02/2013



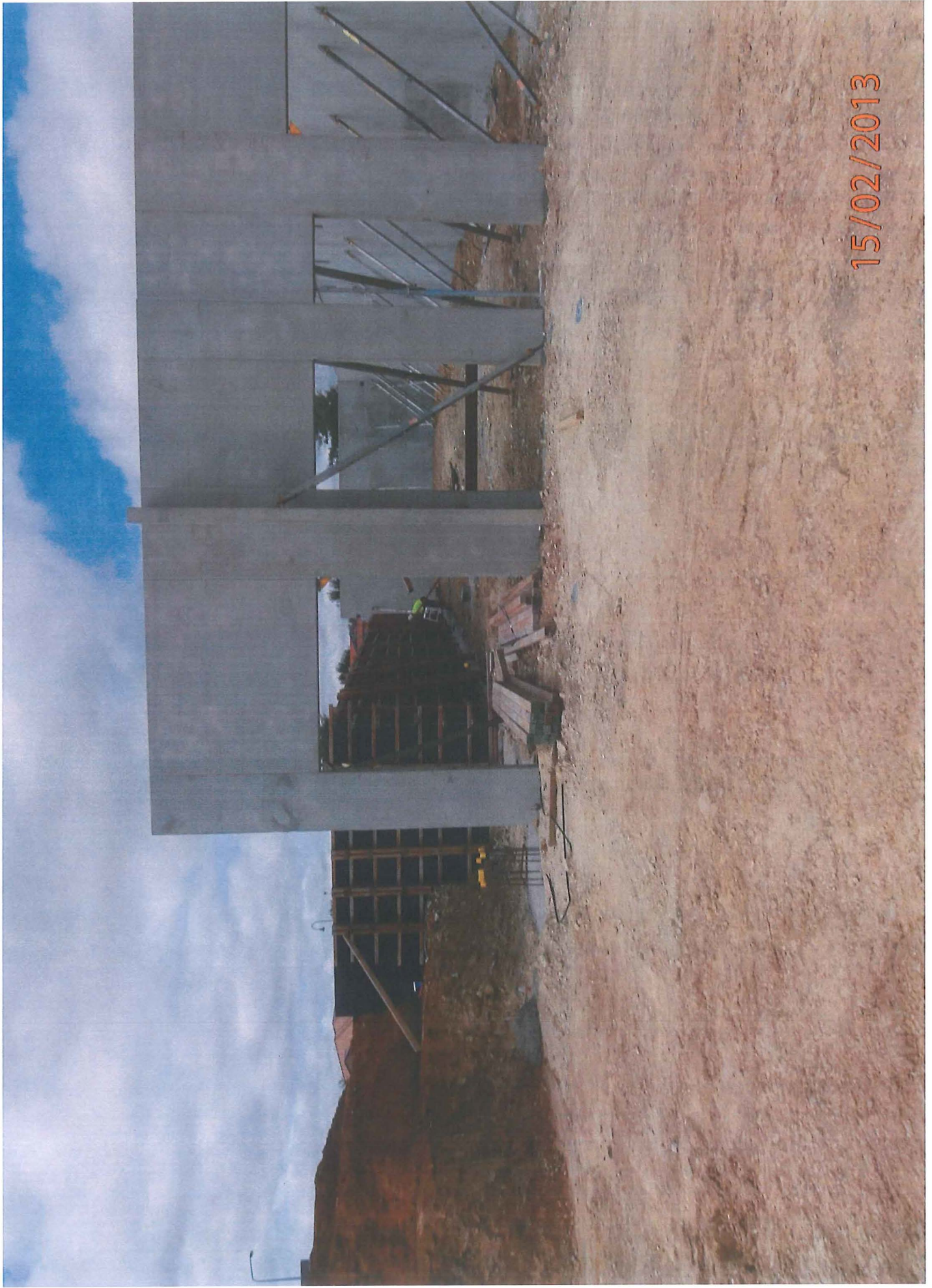
15/02/2013



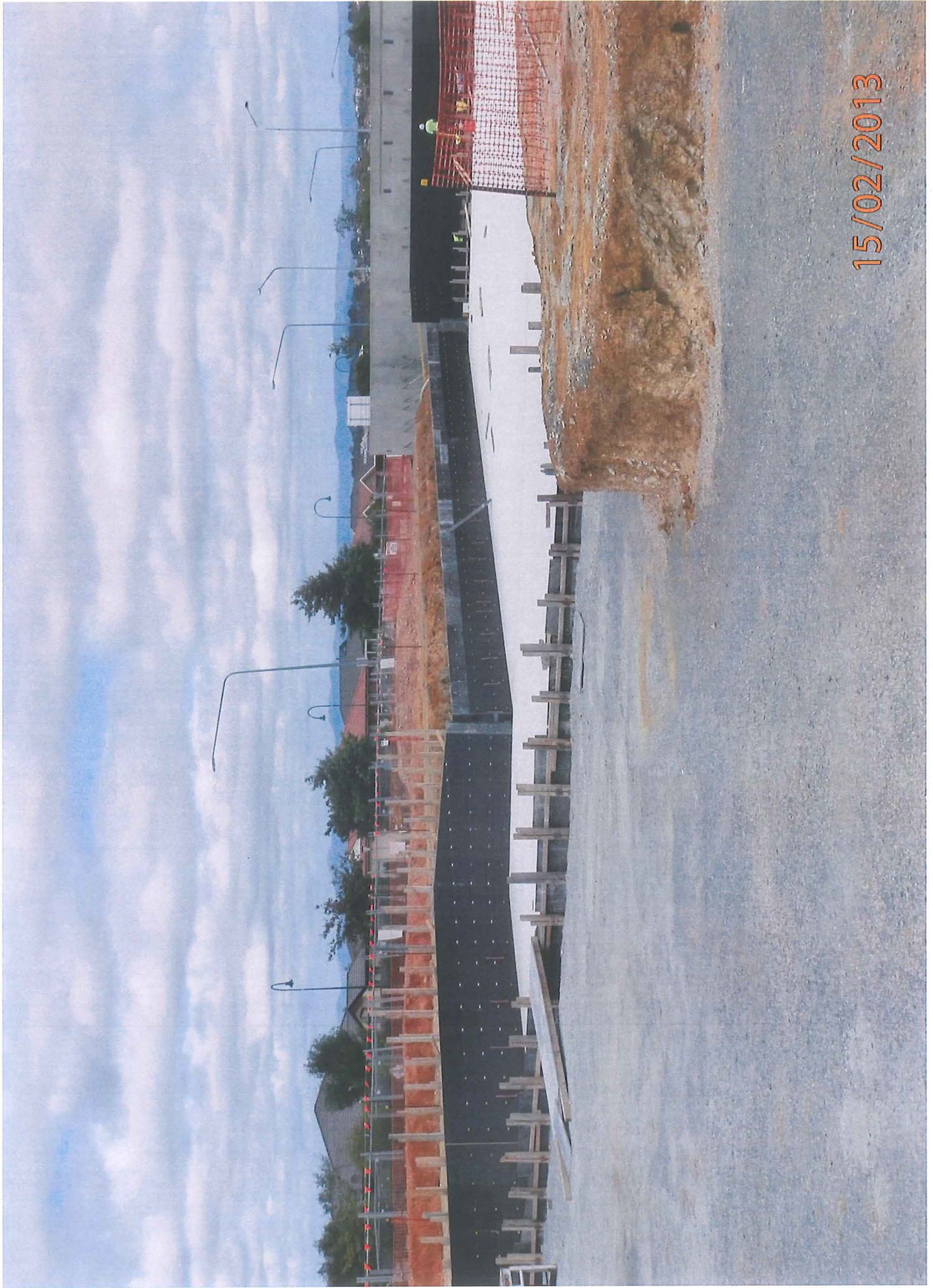
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### ANSWER TO QUESTION TAKEN ON NOTICE DURING PUBLIC HEARINGS

[Ref: Hansard Transcript 20 February 2013, pg 28 (Proof)]

In relation to : Gungahlin Cinema Process

**MR COE:** What is happening with the Gungahlin cinema.

Mr Dawes undertook to provide a timeframe for the process.



**MINISTER FOR ECONOMIC DEVELOPMENT :** The answer to the Member's question is as follows:—

- The Gungahlin Town Centre Plan identified the need for an entertainment precinct.
- Block 1 Section 12 Gungahlin has been identified as the site for a future cinema.
- The Request for Expression of Interest (REOI) closed 1 November 2012.
- Successful respondents of the REOI process will be invited to participate in the next stage being the Request for Tender. This is expected to occur in March 2013.
- It is anticipated that the Government will announce the preferred tenderer in June 2013.
- Development of the complex is proposed to commence in late 2014 and will include at least five screens.

Approved for circulation to the Standing Committee on Planning, Environment and territory and Municipal Services

Signature: *Andrew Barr*

Date: 15.3.13

By the Minister for Economic Development, Andrew Barr MLA



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[Ref: Hansard Transcript 20 February 2013, pg 30-31]

In relation to : Gungahlin enclosed oval

**MR DOSZPOT:** What sorts of parking facilities have been planned for the Gungahlin enclosed oval? Can you advise how the car park relates to prime capacity and the impact it has on surrounding areas

**MR DOSZPOT:** Will there be disability car parking spaces? Can you advise how many?

**MINISTER FOR SPORT AND RECREATION :** The answer to the Member's question is as follows:—

In the process of planning for the enclosed oval, consultants estimated the number of oval users (players, officials and spectators) at a regular competition round and a major finals match and the resulting demand for parking spaces. For the normal rounds the 296 users would require 118 spaces. For major finals, probably no more than one day per year, 1096 users would require 438 spaces.

Within the oval perimeter fence, with use expected to be mainly by officials, there are to be 32 standard spaces and 2 for disabled persons.

Outside the oval, around its southern boundary, a large new car park now almost complete, will provide 198 standard parking spaces and 6 spaces for disabled persons. Provision for disabled persons both within and outside the oval is compliant with ACTPLA Parking and Vehicular Access General Code (effective 8 July 2011) Clause 2.2.4.

From these figures, it can be seen that regular fixtures can readily be accommodated within and close to the oval. For the occasional larger events, parking will overflow into the surrounding car parks and streets of the Gungahlin Town Centre.

For the majority of the time, the large parking area constructed as part of the oval project will serve as an important provision for users of the leisure centre and other functions at the western end of the Town Centre. A consultants' study as part of the planning for the leisure centre found that there would be adequate provision in the precinct, given the varying peak use times of facilities including the senior college, oval and leisure centre.

Approved for circulation to the Standing Committee on Planning, Environment and Territory and Municipal Services

Signature: 

Date: **12. 3. 13**

By the Minister for Sport and Recreation, Andrew Barr MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE**  
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[Ref: Hansard Transcript 20 February 2013, pg 32 (Proof)]

In relation to : Little Athletics interest in restored ovals

**MR DOSZPOT:** What about Little Athletics? Is there any involvement from the athletics community on some of the ovals that have been restored?

**MINISTER FOR SPORT AND RECREATION:** The answer to the Member's question is as follows:—

Of the sportsgrounds that have had restorations, there has been no involvement from the Athletics community. Of the irrigated sportsgrounds that support athletics, none have had their irrigation turned off and consequently there have been no restorations related to athletics facilities.

At Charnwood, the area adjacent to the restored portion of the facility, continues to be fully maintained and irrigated and continues to be used by the Ginninderra Little Athletics.

Approved for circulation to the Standing Committee on Planning, Environment and Territory and Municipal Services

Signature: *Andrew Barr*

Date: 12.3.13

By the Minister for Sport and Recreation, Andrew Barr MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE  
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[Ref: Hansard Transcript 20 February 2013, pg 41 (Proof)]

In relation to : Partnerships between AIS and Sports Commission

**MR DOSZPOT:** Can you elaborate on what are the partnerships between the AIS and Sports Commission. How do we gain benefit from interaction with the AIS in particular. Can you also advise if there are any specific interactions with clinical scientists, sports scientists and sports medicine.

**MINISTER FOR SPORT AND RECREATION :** The answer to the Member's question is as follows:—

The Australian Institute of Sport (AIS) being located in Canberra provides many official and practical benefits for athletes, coaches and performance service personnel at the ACT Academy of Sport (ACTAS). A number of these benefits are a result of formal agreements between the Australian Sports Commission (ASC) / the AIS and ACTAS. There are also a range of practical and other operational benefits achieved outside formal agreements, which arise as a result of co-location and the spirit of collaboration that underpins our relationships.

*National Institute System Intergovernmental Agreement (Attachment A)*

The National Institute System Intergovernmental Agreement (NISIA) is between the Commonwealth of Australia and the States and Territories. In entering into the NISIA, the Commonwealth and the States and Territories recognise that they have a mutual interest in improving national athlete development and need to work together to achieve this.

The NISIA was established to implement the new National Institute partnership and clearly identifies criteria and processes for identifying, monitoring and assessing priority National Sporting Organisations (NSOs), collaborative national planning approaches, roles and responsibilities and service delivery parameters to ensure that national athletes receive services and support from the National Institute System to maximise their chances of international and national success.

Through the NISIA the Parties are committed to working in close cooperation to achieve strong alignment in the delivery of sports programs by the state and territory institutes and academies of sport (SIS/SAS) and the AIS in partnership with identified NSOs. These sports

programs derive from the nationally agreed high performance plans for the relevant NSOs. The NISIA acknowledges the primacy of the NSOs in the development of their sport specific high performance plans in the context of the nationally integrated high performance system.

The Australian Olympic Committee, Australian Paralympic Committee and the Australian Commonwealth Games Association are important stakeholders in the support of NSOs and are involved as observers to the operation of the NISIA.

#### *National Sport Science Quality Assurance Program (Attachment B)*

The National Sport Science Quality Assurance (NSSQA) program is an initiative of the AIS and has been operating since 1989. The NSSQA program takes a national leadership role in overseeing quality assurance in the delivery of sport science services to athletes and coaches through the AIS and SIS/SAS network and other laboratories/facilities (e.g. universities, private laboratories) involved in the assessment of Olympic, Paralympic, national and state level athletes in Australia.

The underlying aim and purpose of the NSSQA program is to achieve comparability of results for athlete testing conducted at different laboratories/facilities, providing Australian sports the confidence of high quality measures and services, beneficial to the preparation of Australian athletes for international competition.

The NSSQA program works with the AIS and SIS/SAS to monitor quality assurance issues and work with sport scientists/strength and conditioning coaches to critically evaluate all aspects of laboratory/facility function likely to effect the reliability and accuracy of test results.

The NSSQA program currently has quality assurance and accreditation programs within exercise physiology, strength and conditioning and biomechanics disciplines. All discipline specific quality assurance programs were initiated and are continually guided by sport scientists/coaches working in Australian exercise physiology and biomechanics laboratories and strength and conditioning facilities.

On 16 October 2012 the ACTAS Sport Science Unit was granted the ACTAS Sport Science Unit *Exercise Physiology* accreditation in the three streams of anthropometry, field testing and blood analysis. Through arrangements with the AIS Physiology Laboratory, ACTAS also meets requirements for *Supplier Based* accreditation in the streams of blood analysis, ergometry and oxygen consumption.

Accreditation is valid from 1 July 2012 to 30 June 2016, subject to submission of annual reports due on 14 July each year. The main components required for re-accreditation are updated calibration logs, staff competencies register and other updated documentation.

#### *Services Agreement for Athlete Career and Education Services (Attachment C)*

The ACTAS is a member of the National Athlete Career and Education (NACE) network. A Services Agreement between ACTAS and the Australian Sports Commission allows for the provision of the following ACTAS Athlete Career and Education (ACE) services for Targeted Athletes:

- Career counselling and planning including the provision of advice on career options, goals and pathways.
- Employment preparation support, including career referral networks, resume preparation, job search, position applications and interview skills.
- Educational guidance and information including school, vocational training and university study options, and guidance on goals, pathways and institutional liaison.
- Transitional support including for non-selection, retirement, injury and relocation.

- Where identified by the athlete and where resources are available, provide personal development training and advice including public speaking, media communications, time management, financial planning and balanced lifestyle management.
- Professional referrals including personal psychological counselling and relationship counselling.

The NACE head office operates from the Australian Sports Commission in Canberra and provides regular professional development opportunities for personnel within the network. The NACE head office provides significant support and facilitates interaction between members of the network and is a particularly powerful service for athletes when support is required due to non-selection, retirement, injury and relocation.

*Memorandum of Understanding for access to Strength and Conditioning Facilities  
(Attachment D)*

The AIS and ACTAS have a Memorandum of Understanding (MOU) to make available strength and conditioning facilities to assist the other Party when their gymnasium is out of service for an extended period of time.

*PhD Scholarship Agreement (Attachment E)*

The ACT Government is a partner in a PhD Scholarship Agreement with the University of Canberra (UC) and the Australian Sports Commission. The student is a full-time doctoral candidate enrolled at the UC with the UC being responsible for student supervision.

The scholarship is for a term of three years of full-time enrolment, and where approved by all Parties to the agreement, a six month extension may be granted. The maximum scholarship term is three and a half years of full-time enrolment. The student is based at the AIS and UC for approximately 3.5 days per week and at ACTAS approximately 1.5 days per week.

Among the various other benefits and collaborations that exist outside formal agreements are:

*Recruitment Expertise*

Specialist and technical AIS personnel often assist ACTAS with the recruitment of technical positions. For example, in late 2011 the Head of AIS Strength and Conditioning was a member of the interview panel for the Head of Strength and Conditioning at ACTAS. More recently, a Senior Biomechanist at the AIS was a member of the interview panel for the recruitment of the Performance Science Coordinator at ACTAS.

*Education and Professional Development*

ACTAS coaches and performance service personnel are regularly invited to attend education sessions and seminars at the AIS. Having the AIS based in Canberra provides a practical opportunity for mentoring and peer support of coaches and performance service personnel.

*Facility Access for ACTAS Programs*

The Head Coaches of ACTAS programs occasionally access the world class facilities at the AIS for training purposes. ACTAS pays a hire fee for the facilities, however the rate is usually reduced and the bookings are arranged via a preferential booking process. In preparation for the 2012 London Olympic and Paralympic Games ACTAS negotiated access free of charge to the general public pool, spa, wet areas, and athletics track at the AIS for priority ACTAS athletes.

*Sports Medicine Coordination*

The role of sports medicine is fundamentally to prevent injury or illness whenever possible, and to minimise the effect of any occurrence of injury or illness on the development of an athlete. The ACTAS Sports Medicine Coordinator is in regular liaison with the Head of Medicine at the AIS, as well as the medical coordinators throughout the SIS/SAS network. This interaction assists with identifying solutions for problem medical cases of injured or ill

athletes. The sports medicine coordinators across the SIS/SAS network regularly discuss the support requirements for athletes relocating to a new training environment and/or transitioning between jurisdictions.

The ACTAS Sports Medicine Coordinator is also a member of a national panel for determining and reviewing medical screening policies for the SIS/SAS network, and has been directly involved with a number of National Sporting Organisations and their Sport Science and Sports Medicine Coordinators with policy and reviews of athletes.

#### *Strength and Conditioning*

The majority of interaction between the ACTAS and AIS strength and conditioning coaches is via informal processes that have grown out of professional relationships. The interaction includes invitations for ACTAS staff to attend in-services and conferences at the AIS, mentoring and peer support between ACTAS and AIS personnel, and AIS personnel assisting with sourcing technical equipment and resources.

#### *Performance Psychology*

The ACTAS Psychologist attends a monthly networking with the AIS Performance Psychology team, along with other psychologists working in the local community. In the lead up to the 2012 London Paralympic Games the ACTAS Psychologist was seconded to be a member of the Australian Paralympic Team. In this role the ACTAS Psychologist worked closely with the Head of Performance Psychology at the AIS as well as the other Psychologists engaged as part of the Australian Paralympic Team.

#### *Performance Nutrition*

Due to excellent personal and professional relationships that have been established between ACTAS and AIS staff there are numerous informal benefits that take place. These benefits range from collaboration in the development of joint nutrition policies, nutrition information sheets, and the ability for staff to discuss problem cases when they arise. In addition, informal links are established for ACTAS personnel to access the teaching facilities at the AIS, for example, the AIS kitchens for cooking classes for athlete education.

Approved for circulation to the Standing Committee on Planning, Environment and Territory and Municipal Services

Signature: 

Date: 15. 5. 13

By the Minister for Sport and Recreation, Andrew Barr MLA

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# National Institute System Intergovernmental Agreement

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10 June 2011

*Between*

THE COMMONWEALTH OF AUSTRALIA

THE STATE OF VICTORIA

THE STATE OF QUEENSLAND

THE STATE OF WESTERN AUSTRALIA

THE STATE OF SOUTH AUSTRALIA

THE STATE OF TASMANIA

THE AUSTRALIAN CAPITAL TERRITORY

THE NORTHERN TERRITORY OF AUSTRALIA

## Preliminaries

1. In recognition that outcomes for Australia's International sporting success require a strong, collaborative and aligned National Institute System, in February 2011 the Sport and Recreation Ministers Council agreed to a new National Institute partnership in order to deliver on defined national objectives and measures of success.
2. This National Institute System Intergovernmental Agreement (Agreement) has been established to implement the new National Institute partnership and clearly identifies criteria and processes for identifying, monitoring and assessing priority National Sporting Organisations (NSOs), collaborative national planning approaches, roles and responsibilities and service delivery parameters to ensure that national athletes receive services and support from the National Institute System to maximise their chances of international and national success.
3. This Agreement is created subject to the provisions of the *National Sport and Active Recreation Policy Framework* (Framework) and contributes to the Framework's international and national success measures. This Agreement should be read in conjunction with the Framework and subsidiary schedules.
4. Through this Agreement, the Parties will work together with identified NSOs to improve support for their athletes, through nationally agreed high performance plans.
5. The Parties are committed to working in close cooperation to achieve strong alignment in the delivery of sports programs by the State and Territory Institutes and Academies of Sport and the Australian Institute of Sport in partnership with identified NSOs. These sports programs derive from the nationally agreed high performance plans for the relevant NSOs.
6. The Australian Olympic Committee, Australian Paralympic Committee and the Australian Commonwealth Games Association are important stakeholders in the support of NSOs and will be involved as observers to the operation of this Agreement.
7. This Agreement acknowledges the primacy of the NSOs in the development of their sport specific high performance plans in the context of the nationally integrated high performance system.
8. This Agreement does not diminish the effort to support the high performance plans of other NSOs whose athletes are not part of the National Institute System.

## Part 1 — formalities

### Parties to this Agreement

9. This Agreement is between:
  - a. the Commonwealth of Australia (the Commonwealth); and
  - b. the States and Territories.
10. In entering this Agreement, the Commonwealth and the States and Territories (the Parties) recognise that they have a mutual interest in improving national athlete development and need to work together to achieve this.

### Term of the Agreement

11. This agreement will commence as soon as all Parties sign the agreement and will expire on 31 December 2014. Annual reviews will be conducted (refer paragraph 45).

### Interpretation

12. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
  - a. *Agreed NSO High Performance Plan*: the detailed plan for the operation of an NSO's high performance program developed and agreed through the National Planning Process described at Schedule A;
  - b. *Agreement*: this National Institute System Intergovernmental Agreement and any attached bilateral implementation plans, schedules or annexures;
  - c. *AIS*: the Australian Institute of Sport;
  - d. *AIS & SIS/SAS sports programs*: programs run by the AIS and SIS/SAS to support the daily training environment of athletes;
  - e. *Framework*: the National Sport and Active Recreation Policy Framework;
  - f. *Identified Sports*: sports identified to receive support as a priority under this Agreement;
  - g. *Jurisdictional Priorities*: individual priorities of each Party that might have a bearing on the operation of this Agreement;
  - h. *Milestone*: a significant event or point in time within the delivery of the objectives of this Agreement;
  - i. *Ministers*: Ministers of Sport and Recreation from the Commonwealth, States and Territories;
  - j. *National Athletes*: athletes identified as world class, international class, developing international class and emerging international class;
  - k. *National Institute System*: the collection of peak institutes and academies of sport of each Party;
  - l. *National Planning Process*: the process for collaboratively developing NSO high performance plans (refer Schedule A);

- m. *National Priorities*: the relevant high performance priorities identified in the National Sport and Active Recreation Policy Framework and subsequently used to inform how identified NSOs would be supported;
- n. *NESC*: the National Elite Sports Council;
- o. *NSO*: National Sporting Organisation, representing the whole sport;
- p. *NSO High Performance Plan*: the detailed plan developed by a NSO for the operation of its high performance program;
- q. *Performance Indicators*: the indicators used to monitor the progress towards achievement of the activities as specified in the relevant NSO high performance plans;
- r. *SCORS*: the Standing Committee on Recreation and Sport;
- s. *SIS/SAS*: the State and Territory Institutes and Academies of Sport;
- t. *SSO*: State Sporting Organisation.

## Part 2 — objectives and principles

### Objectives

- 13. The Agreement, together with other relevant agreements, will contribute to the following objectives:
  - a. ensure that Australian athletes continue to excel nationally and internationally; and
  - b. support continuous improvement of the high performance network.
- 14. The Parties have agreed the following measures of success:
  - a. with respect to the outcomes of the Agreement:
    - i. medals at summer and winter Olympic, summer and winter Paralympic and Commonwealth Games;
    - ii. World Championship, World Cup results; and
    - iii. Average of world rankings/results of significant benchmark events.
  - b. with respect to the operation of the Agreement:
    - i. effectiveness of the alignment through the partnership; and
    - ii. satisfaction of the Parties.

### National Institute Partnership Principles

- 15. Across jurisdictions and consistent with agreed investment under Part 5, this Agreement will be based on the following principles:
  - a. commitment to achieving national outcomes;
  - b. the Parties work in partnership, with shared investment, influence and accountability;
  - c. local flexibility and coordinated decentralised delivery options can be adopted to meet individual athlete needs and individual jurisdictional priorities;

- d. agreed NSO High Performance Plans collaboratively developed in conjunction with the ASC and all SIS/SAS heads are pre-eminent in establishing program needs. All parties are to follow the National Planning Process when establishing each Institute program;
- e. agreed NSO High Performance Plans are based on a whole of pathway focus, with strong connectivity and vertical integration;
- f. Institutes as partners not just service providers; and
- g. the most cost effective and efficient approach to delivery of national high performance program outcomes.

### **National Planning and Resource Allocation Principles**

16. The following principles will be applied to national planning for national priorities and subsequent expenditure, consistent with agreed investment levels at Part 5. The National Planning Process is described at Schedule A:
- a. the NESC will translate objectives specified in this Agreement into national planning priorities and will coordinate the collaboration of the National Institute System at an operational level in accordance with the Agreement;
  - b. NSO High Performance Plans will be developed, reviewed and agreed in the context of national priorities and objectives, available resources and with reference to National Institute Partnership Principles, collaboratively between the NSO and the Parties;
  - c. agreed NSO High Performance Plans should be developed in the context of the resources available from the Parties and the NSO High Performance Plan and related funding detailed in a formal agreement with the ASC;
  - d. each Party will recommend to stakeholders (including NESC members) involved in the National Planning Process, with substantiation, the preferred composition of prioritised and approved programs for national athletes to be supported with the funds and resources available (inclusive of NSO contributions) in their jurisdiction;
  - e. national athlete programs will be agreed through the National Planning Process with individual Institutes and Academies in accordance with information aggregated from agreed NSO High Performance Plans and in line with the capacity and performances of individual Institutes and Academies to deliver the agreed element/s of an NSO's High Performance Plan;
  - f. NSOs will be expected to contribute funds and resources to support national athletes in jurisdictions as per their agreed high performance plans;
  - g. each Party will expend jurisdictional resources in their jurisdictions to deliver agreed support to nationally coordinated NSO High Performance Program;
  - h. the Parties will provide in-kind contributions to implement agreed NSO High Performance Plans;
  - i. the Parties are able to quarantine some of their funds to assist national athletes in their jurisdiction who are not identified as part of establishing national priorities, for instance, in sports that do not have Institute or Academy programs;
  - j. the Parties can deliver additional jurisdictional priorities in agreement with an NSO and with separate additional investment;

- k. In normal circumstances a Party can only divert national priority funding, as outlined in Part 5, having been through all of the planning and review processes, and with 2 years notice to the other Parties. Existing programs utilising national priority funds that are not agreed as national priorities will be reviewed at the termination of the current agreement;
- l. all Parties will follow an agreed NSO's High Performance Plan provided it meets the National Institute Partnership Principles and the National Planning and Resource Allocation Principles, except as provided for in paragraphs 16(h), 16(i) and 16(j);
- m. the Parties will be recognised for their contribution to the development of national athletes under the Agreement; and
- n. other providers, such as universities, may be involved in delivering on agreed NSO High Performance Plans.

### **Part 3 — roles and responsibilities of each party**

- 17. To realise the objectives and commitments in this Agreement, each Party will undertake or ensure its agencies undertake the specific roles and responsibilities, as outlined below.

#### **Role of the Commonwealth represented by the ASC**

- 18. The Commonwealth will have responsibility for:
  - a. working with other Parties to implement the new National Planning Process;
  - b. leading a collaborative process with the other parties to establish Identified NSOs;
  - c. working with the other Parties to further develop the provision of support for the athletes' daily training environment (including coaching, strength and conditioning, sports science and medicine and athlete career and education services);
  - d. the AIS playing a leadership role in the national institute system;
  - e. providing information regarding developments internationally that may benefit the delivery of services to athletes;
  - f. providing financial contributions (and associated in-kind support) to NSOs to support agreed high performance plans;
  - g. working with States and Territories to establish a coordination mechanism to facilitate problem solving as well as to ensure that the development and implementation of service delivery, including servicing plans, proceeds smoothly;
  - h. baseline mapping, building and maintaining the evidence base, and monitoring and evaluation of NSO High Performance Plans, including:
    - i. current expenditure/investment by the Parties, encompassing existing service delivery and supporting infrastructure;
    - ii. a national performance measurement and assessment process as part of the National Planning Process; and
    - iii. an evidence base to facilitate the measurement of performance against performance measures and standards that cut across the Parties; and
  - i. a research capacity to provide advice to the Parties on systemic issues associated with high performance sport.

## Role of the States and Territories

19. The States and Territories will have responsibility for:
- a. providing support in the athletes' daily training environment;
  - b. working with the Commonwealth to implement the new National Planning Process; assisting with performance monitoring and assessment;
  - c. contributing to the national high performance research agenda; and
  - d. delivering on their agreed support for respective NSO High Performance Plans.

## Shared

20. The Parties share the following roles and responsibilities, working in partnership to:
- a. identify NSOs for involvement in the National Planning Process;
  - b. work collaboratively with identified NSOs to agree on High Performance Plans;
  - c. promote alignment of NSOs and SSOs High Performance Plans and objectives;
  - d. provide financial support (and any in-kind support identified within the respective agreed high performance plans) as set out in this Agreement (refer Part 5);
  - e. deliver programs and activities to support athletes identified as part of national priorities;
  - f. provide technical support and funding to NSOs to establish and maintain appropriate structures and capacity for corporate governance, where appropriate;
  - g. develop a framework for recognising the contribution of the Parties to the development of national athletes;
  - h. participate in consultations as appropriate regarding implementation of this Agreement;
  - i. complete reporting requirements as detailed in the Reporting section of this Agreement, paragraphs 24-28;
  - j. identify and share best practice among Parties to this Agreement and provide information and assistance with the overarching evaluation of this Agreement; and
  - k. provide sufficient data (as specified in Part 4 of this Agreement and in agreed NSO High Performance Plans) to enable effective planning and a thorough evaluation of outcomes of the Agreement and agreed NSO high performance plans at a national level.

## **Part 4 — performance benchmarks and reporting**

### **Performance benchmarks and indicators**

21. Under this Agreement, performance indicators will differ from NSO to NSO. Performance indicators will be developed as part of the process of developing agreed NSO High Performance Plans. Performance indicators will be shared across partners delivering on those plans.
22. Performance baselines will be developed through the detailed baseline assessment for establishing Identified NSOs (to be undertaken in advance of developing agreed NSO High Performance Plans). This will be updated through the annual performance review of agreed NSO High Performance Plans and the contribution of the Parties to the plan outcomes.
23. Performance monitoring and review will be built around the existing planning and reporting processes of the NSOs.

### **Reporting**

24. The Commonwealth will monitor the overall implementation of the Agreement, including support of agreed NSO High Performance Plans.
25. The Parties will each provide reports to NSO performance monitoring meetings associated with the National Planning Process.
26. A report following annual review will be prepared by the ASC and NESC and be provided to SCORS and will cover progress against Agreement priorities including objectives, measures of success and associated actions, milestones and timelines.
27. SCORS will provide a report to Ministers following each review.
28. Following acceptance by Ministers the report should be publicly available.

## **Part 5 — financial arrangements**

29. The Parties agree to commit resources consistent with (at least) 2010/11 levels to implement agreed NSO high performance plans subject to jurisdictional budget decisions.

## **Part 6 — governance arrangements**

30. Governance arrangements will be based on existing structures and individual agency governance arrangements with modified national system governance.
31. Sport and Recreation Ministers will be responsible for approving and amending the Agreement.
32. The responsibility of the Ministers in relation to the Agreement does not affect the proper policy roles of each of the Parties within their own jurisdictions.
33. The Ministers may jointly authorise the SCORS or the NESC or other appropriate persons or bodies to carry out particular responsibilities under this Agreement on its behalf.

## **Standing Committee on Recreation and Sport**

34. The SCORS referred to in this Agreement will be the Standing Committee on Recreation and Sport.
35. The SCORS will be responsible for:
  - a. establishing and reviewing the NESC in accordance with this Agreement;
  - b. participating in NESC meetings held in their home state;
  - c. ensuring its members develop a better understanding of the key issues facing NESC through the attendance of the SCORS member from the home State in which the NESC meeting occurs. If the home State member of SCORS is unavailable, that member must arrange their replacement by another member of SCORS;
  - d. the oversight of coordination, cooperation and information exchange between bodies within the National Institute System with funding and delivery roles, to ensure that safety and quality and national priority issues are addressed by relevant bodies in a timely, efficient and effective manner; and
  - e. supporting Ministers in carrying out their responsibilities under this Agreement, in any manner required by the Ministers.

## **National Elite Sports Council**

36. The NESC will:
  - a. be comprised of members who are the Directors of each of the Institutes and Academies of Sport within the national institute system, as well as a nominee from the ASC;
  - b. have a chair elected by the members for a fixed term;
  - c. make decisions by consensus;
  - d. include the Australian Olympic and Paralympic Committees and the Australian Commonwealth Games Association as observers;
  - e. be established as a sub-committee of the SCORS; and
  - f. report as required by the SCORS.
37. In carrying out its responsibilities under this Agreement, the NESC will be responsible to the SCORS, and will operate in accordance with any policies, guidelines, instructions or procedures issued to it by the SCORS.
38. Subject to paragraphs 34 and 35, the NESC will otherwise determine its own procedures for carrying out its responsibilities under this Agreement. The NESC will notify the SCORS of such procedures once determined.
39. Decisions of the NESC which have material financial implications within the scope of allocated annual budgets for a Party to this Agreement, or which have a material effect on athlete support and outcomes in a Party's jurisdiction, must be decided at a meeting attended by that Party and must be agreed to by that Party.
40. Secretariat support for the NESC will be provided by contributions paid by members.

## **Dispute resolution**

41. Any Party may give notice to other Parties of a dispute under this Agreement.
42. The relevant NESC members (refer paragraph 36(a)) will attempt to resolve any dispute in the first instance.
43. If a dispute cannot be resolved between the relevant members, it may be elevated to the NESC for consideration.
44. If a dispute cannot be resolved by the NESC, it may be referred by a Party to SCORS for consideration, or ultimately to Sport Ministers.

## **Review of the Agreement**

45. The Agreement will be reviewed annually and prior to its completion on 31 December 2014 with regard to progress made by the Parties in respect of meeting the objectives.
46. A report of each annual review will be provided to the SCORS by NESC.

## **Variation of the Agreement**

47. The Agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
48. A Party to the Agreement may terminate their participation in the Agreement with two years notice (unless a Party's appropriation has been reduced through budgetary processes) by notifying all the other Parties in writing.

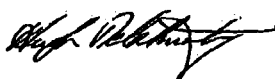
The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the  
Commonwealth of Australia by



**Senator the Honourable Mark Arbib**  
Minister for Sport

Signed for and on behalf of the  
State of Victoria by



**The Honourable Hugh Delahunty MP**  
Minister for Sport and Recreation

Signed for and on behalf of the  
State of Queensland by



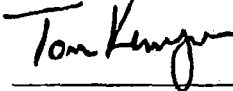
**The Honourable Phil Reeves MP**  
Minister for Child Safety and Minister for Sport

Signed for and on behalf of the  
State of Western Australia by



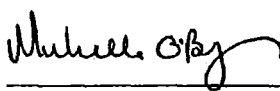
**The Honourable Terry Waldron MLA**  
Minister for Sport and Recreation

Signed for and on behalf of the  
State of South Australia by



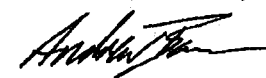
**The Honourable Tom Kenyon MP**  
Minister for Recreation, Sport and Racing

Signed for and on behalf of the  
State of Tasmania by



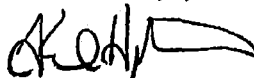
**The Honourable Michelle O'Byrne MP**  
Minister for Sport and Recreation

Signed for and on behalf of the  
Australian Capital Territory by



**Mr Andrew Barr MLA**  
Minister for Tourism, Sport and Recreation

Signed for and on behalf of the  
Northern Territory by



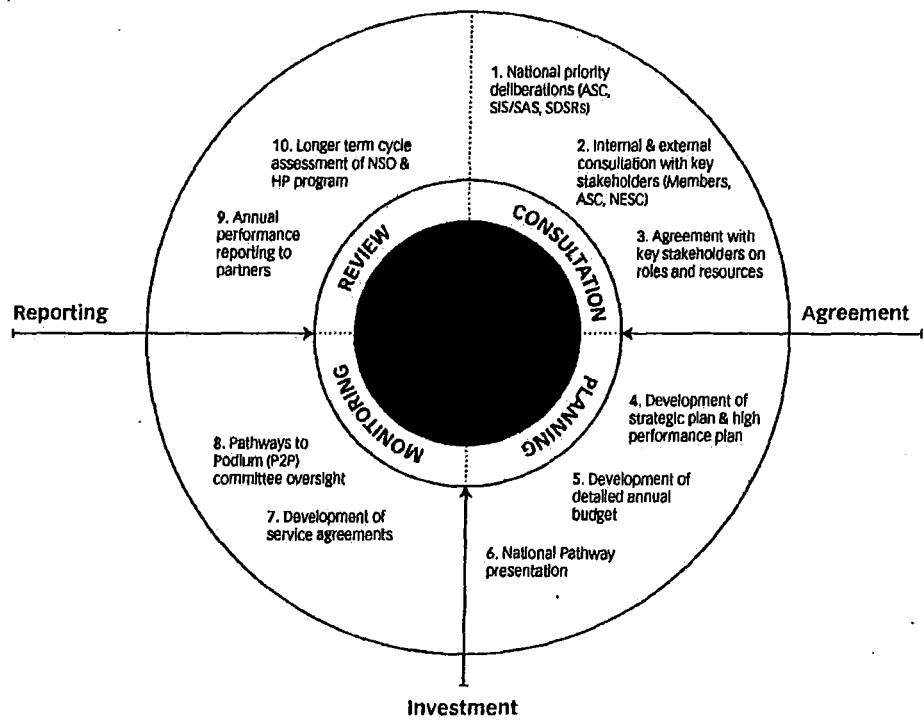
**Mr Karl Rio Hampton MLA**  
Minister for Sport and Recreation

Schedule A

## National High Performance Planning Process

### National Institute System Intergovernmental Agreement

- A1. A revised model for national high performance planning will be implemented, building on existing approaches.
- A2. NSOs must have a current strategic plan in place to enter into a national funding agreement. NSOs currently have variable planning periods (i.e. winter sports, Commonwealth Games, professional sports etc). There will be a shift to a four year rolling strategic planning cycle with annual performance assessment. NSOs are also required to provide an annual budget supported by the planning documentation.
- A3. The diagram below describes the planning process. A rolling four year funding commitment to NSOs is envisaged.



- A4.** During the consultation phase (**Consultation Step 1**), the ASC (including the AIS), SIS/SAS, and State Departments of Sport and Recreation (SDSRs) (as required) will set national priorities for national athlete programs in the context of the alignment and vertical integration of these programs with underlying development programs. This will have regard to the principles, national priorities and resources committed by jurisdictions, in the National Institute Partnership Agreement. The priorities set by the ASC (including the AIS), SIS/SAS and SDSRs will include:

- a. a list of NSOs identified for national institute programs; and
- b. the likely location of these programs considering historical approaches and outcomes.

These derived government national athlete program priorities will be subsequently factored into planning discussions with NSOs.

- A5. Consultation Steps 2 and 3:** NSO High Performance plans must take their strategic guidance from the NSO's Strategic Plan. NSO high performance staff, working with their chief executive officer, will consult regarding the content for the high performance plan which will ultimately become an operational level plan for the NSO as a subset of the strategic plan. Staff involved from the NSO include the national head coach, high performance manager and/or performance director.
- a. The process also involves consultation with stakeholders including member affiliates, such as SSOs, and the ASC (including the AIS) and SIS/SAS.
  - b. National athlete program priorities previously identified will be factored into these discussions. Any jurisdictional priorities and capacity/capability will also be considered.

- A6.** The steps to finalise the high performance plan for each NSO will collectively be known as **National Pathways Planning (Steps 4, 5 and 6)**. The aim of the National Pathways Planning phase is to ensure mature, aligned and resourced high performance plans with clear objectives consistent with the broad framework of the National Sports and Active Recreation Policy Framework, the National Institute Partnership Agreement and associated priorities, are developed and agreed by contributors and deliverers.

This approach aims to establish the most effective allocation of current resources for each NSO and its members, the ASC, the AIS, and SIS/SAS in order to achieve the maximum return in terms of sustainable sport outcomes. Individual NSOs' high performance plans must demonstrate the results of collaboration and agreement with system partners and effective allocation of resources within the NSO.

High performance plan content is expected to cover the key areas essential for a successful high performance program including elements such as daily training environment, coaching, domestic and overseas competition, sport science, sport medicine, national talent identification and development, underpinning programs, high performance management, financials etc. The plan is expected to outline strategies, actions, targets/KPIs, personnel responsibilities, timelines and budget allocations.

The ASC, through its partnership arrangement with each NSO, will assist NSOs to implement their high performance plan with system partners so that broad consultation occurs resulting in an agreed plan. The plans will be developed within indicative funding parameters and national priorities discussed with each NSO throughout consultation and plan preparation. A final review and endorsement/agreement step is included. The list of NSOs will be reviewed annually – it is anticipated that around twenty to thirty NSOs will be involved.

Following agreement service delivery agreements will be finalised and funding allocations will be locked in, which links National Pathways Planning into the steps under the Monitoring phase. There is the ability, if partners see it as a priority, to streamline agreements with NSOs, moving from agreements between each SIS/SAS/AIS and each NSO to a single "partnership" agreement with each NSO. This single agreement would form part of the ASC's funding agreement with the NSO.

**A7. Pathways to Podium (P2P) Program – Management, Monitoring, Reporting and Review of High Performance Plans: Steps 7 to 10.** The basis for these steps will be agreed high performance plans for each NSO and signed service delivery agreements derived from the plans.

The P2P program focuses upon the management and oversight of the high performance program defined in the NSO high performance plans with a view to maximising medal outcomes. NSO high performance plans are the foundation documents for the P2P meetings and are used to measure NSO performance against KPIs defined in the plans.

The aims of the P2P are:

- a. maximise medal outcomes;
- b. enhance NSO high performance pathways with a focus on future success;
- c. maximise the strategic alignment and effective use of resources between major stakeholders;
- d. protect and maximise the return on Government investment; and
- e. provide leadership and direction to the NSO high performance program.

The responsibilities of the P2P committees<sup>1</sup> (established with each NSO), include:

- a. monitor the implementation of high performance plans of the NSO, including structure, direction and activities of the high performance program. This includes the entirety of the high performance program across all relevant disciplines, including underpinning programs;
- b. review expenditure against budget;
- c. review the performance of the program against agreed program KPIs;
- d. liaise with external stakeholders as necessary for the effective delivery of the program; and
- e. any other matters related to the implementation of the high performance program.

Annual performance reporting by NSOs to stakeholders such as the ASC and the SIS/SAS will be against the KPIs defined in the NSO high performance plans.

Through annual performance reporting and review, funding can be revised by the ASC and other system partners.

A major review of the performance of NSOs against their plans will be undertaken in the lead-up to the following long term performance cycle eg. Olympic Games.

<sup>1</sup> P2P committees, depending on whether they are strategic or operational in nature, typically include the NSO CEO, a member of the NSO's Board, the NSO high performance manager, NSO head coach, members of the ASC Executive (CEO, Director AIS, Director SPD or delegates), a representative from the SIS/SAS, the ASC sport consultant responsible for the sport and the AIS sport performance manager responsible for the sport.



16 October 2012

Dr Kristie Taylor  
ACT Academy of Sport  
ACTAS Gymnasium, Lyneham Hockey Centre  
196 Mouat St, Lyneham ACT 2602

Dear Kristie,

As you are aware, the National Accreditation Committee (NAC) recently reviewed the application by the ACT Academy of Sport for Exercise Physiology Laboratory accreditation. The Committee unanimously agreed that through current arrangements with the Australian Institute of Sport Physiology Laboratory, ACTAS had met requirements for supplier based accreditation in the streams of blood analysis, ergometry and oxygen consumption. However, the Committee noted that requirements for the anthropometry and field testing streams had not been met and as such NSSQA Exercise Physiology Laboratory accreditation was withheld pending the submission of specific documentation. These documents have subsequently been submitted and as such, ACTAS has met all requirements for accreditation.

The NAC therefore, supports Exercise Physiology accreditation for the ACTAS Sport Science Unit in the three streams of anthropometry, field testing and blood analysis. "Supplier based" accreditation through the AIS laboratory in oxygen consumption and ergometry streams was also supported. Accreditation is valid from 1/07/2012 to 30/06/2016, subject to submission of annual reports each year (due 14<sup>th</sup> July). A new NSSQA accreditation certificate for the aforementioned accreditation period will be issued soon.

Congratulations of achieving accreditation and thank you for your support of the National Sport Science Quality Assurance Program. The main aim of the NSSQA program is to help laboratories involved with the assessment of elite athletes establish and maintain a testing environment of "national standard". If you have any questions regarding the above information, please do not hesitate to contact me. Furthermore, if I can be of any assistance please let me know.

Yours Sincerely,

Kate Fuller  
Assistant Manager  
National Sport Science Quality Assurance Program

cc. Phil Moreland, Gerard Corradini

National Accreditation Committee: Prof. Brian Dawson, Prof Chris Gore, Sarah Woolford, Ted Polglaze, Mark Osborne, John Gregory, Dr Melissa Arkinstall, Dr Anthony Giorgi, Dave Clarke, Kate Fuller, Rebecca Tanner

# National Sport Science Quality Assurance Program

This is to certify that

*ACT Academy of Sport*

is an

*Accredited Elite Athlete  
Testing Centre*

having successfully conformed to the requirements  
of the National Accreditation Committee

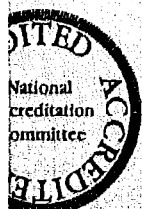
*Exercise Physiology Laboratory Accreditation*

#### Accreditation stream

Anthropometry  
Field testing  
Oxygen consumption  
Ergometry  
Blood analysis

#### Accreditation period

1 July 2012 – 30 June 2016  
1 July 2012 – 30 June 2016  
Supplier-based accreditation  
Supplier-based accreditation  
1 July 2012 – 30 June 2016



Handwritten signature of Simon Hollingsworth.

**Simon Hollingsworth**  
Chief Executive Officer  
Australian Sports Commission

Handwritten signature of Matt Favier.

**Matt Favier**  
Director  
Australian Institute of Sport

Handwritten signature of Professor Brian Dawson.

**Professor Brian Dawson**  
Chairman  
National Accreditation Committee

**Australian Sports Commission**

*ACT Academy of Sport*

# **Services Agreement**

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**Athlete Career & Education  
Services**

## Details

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**Date** 10 October 2012

## Parties

**Name** Australian Sports Commission  
ABN 67 374 695 240  
Leverrier Crescent,  
BRUCE, ACT 2617

**Short form names** ASC

**Notice details** **Contact Person / Position:** Lainie Houston  
**Telephone:** 02 6214 1144  
**Facsimile:** 02 6214 1200  
**email:** [lainie.houston@ausport.gov.au](mailto:lainie.houston@ausport.gov.au)

**Name** ACT Academy of Sport

**Short form name** ACTAS

**Notice details** **Contact Person / Position:** Fred Flanagan  
**Telephone:** 02 6207 4390  
**email:** [fred.flanagan@act.gov.au](mailto:fred.flanagan@act.gov.au)

## Background

- A The ASC wishes to obtain the Services from ACTAS.
- B ACTAS represents that it has the skills, experience, resources and facilities necessary to provide the Services.
- C ACTAS has agreed to provide the Services in accordance with this Agreement.

# Agreed terms

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## 1. Defined terms and interpretation

In this Agreement:

**ACE** means the Targeted Athlete career and education program administered by the ASC.

**ACE Manual** means the ASC manual setting out policies and procedures for the ACE services as amended from time to time. Access to the manual is through the ASC secure web, and referred to as the ACE Hub: <https://secure.ausport.gov.au/nace>

**AIS** means the Australian Institute of Sport.

**ASC's Anti-Doping Policy** means the ASC's anti-doping policy available on the ASC's web site at

[www.ausport.gov.au/about/publications/plans\\_and\\_policies/antidoping\\_policy](http://www.ausport.gov.au/about/publications/plans_and_policies/antidoping_policy)

**Confidential Information** of a party 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 a party identifies as confidential to itself, but does not include information to the extent that it is:

- (a) 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;
- (b) in the public domain or subsequently enters into the public domain (otherwise than as a result of a breach of this Agreement); or
- (c) required to be disclosed by law.

**Contact Person** means the person specified in the Details as the contact person for each party.

**DAS** means the Australian Government's direct athlete support scheme. The scheme provides direct financial assistance to targeted world class athletes, selected on the basis of medal potential and individual need, to aid with their training needs and preparation for benchmark competitions which are of significance to Australia's international sporting image.

**Discloser** means a party disclosing its Confidential Information to the other party under this Agreement.

**End Date** means 31 October 2013.

**Existing Material** means information and the subject matter of any category of Intellectual Property rights existing prior to the date of this Agreement and relevant to or connected with the provision of the Services including, without limitation, the National ACE program, its database and the Intellectual Property rights subsisting in the program and database.

**Funding** means the funding payable by the ASC to ACTAS for the performance of the Services described in Schedule 1.

**Intellectual Property or IP** means all intellectual property rights, including the following rights:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade marks, and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of these rights.

**Key Personnel** means the personnel (if any) specified in Schedule 1.

**Personnel of a party:**

- (a) means directors, officers, employees, contractors and agents of a party; and
- (b) in the case of ACTAS, includes the Key Personnel and graduate, post-graduate and post-doctoral students working with ACTAS.

**Recipient** means a party receiving the other party's Confidential Information under this Agreement.

**Services** means the services described in Schedule 1, including those for Targeted Athletes.

**Services IP** means the IP created by ACTAS in providing the Services.

**Start Date** means 1 October 2012.

**Targeted Athlete** means any: athlete currently holding an AIS scholarship; and/or National Sports Organisation senior team members; and/or any DAS recipient, as advised to ACTAS by ASC from time to time.

## **2. The Services**

### **2.1 Provision of the Services**

ACTAS must perform the Services:

- (a) in accordance with Schedule 1;
- (b) using properly qualified and suitably experienced Personnel;
- (c) efficiently and with due care and skill;
- (d) in accordance with relevant industry best practice and standards;
- (e) in accordance with any reasonable request that the ASC may make from time to time;
- (f) in compliance with the policies and procedures of the ASC relevant to the Services including, without limitation, the ASC's Anti-Doping Policy and the ACE Manual; and
- (g) in compliance with all applicable laws and regulations.

### **2.2 ACTAS's Service Performance**

In performing the Services, ACTAS must not:

- (a) breach any obligation owed to any other person; or
- (b) infringe any Intellectual Property rights of another person.

### **2.3 Resources**

ACTAS must:

- (a) ensure that its Personnel and Key Personnel undertaking the Services are properly qualified, have sufficient expertise and are suitably experienced;
- (b) ensure that it has all necessary facilities and resources to provide the Services;
- (c) ensure that its Personnel are aware of, and comply with, the policies and procedures of the ASC relevant to the Services including, without limitation, the ASC's Anti-Doping Policy and the ACE Manual;
- (d) not have or accept any obligations to any person that will or may interfere with ACTAS 's ability to provide the Services in accordance with this Agreement; and
- (e) provide any reports about the Services that the ASC reasonably requires from time to time.

#### **2.4 Working with Children**

ACTAS must:

- (a) comply with the ASC Child Safe Policy;
- (b) comply with all child protection legislation and requirements imposed by the State or Territory in which the Services are being performed;
- (c) obtain and maintain all clearance certificates and declarations required by State and Territory child protection legislation for the ACTAS and its Personnel performing the Services; and
- (d) if requested by the ASC, provide the ASC with satisfactory evidence of compliance with the provisions of this clause 2.4.

#### **2.5 Warranty**

ACTAS warrants that it has all necessary:

- (a) rights (including Intellectual Property rights); and
- (b) consents (including consents from its Personnel for any acts or omissions that would or might infringe their moral rights (as defined in section 189 of the Copyright Act 1968),

necessary to enter into, perform, and grant the licenses and other rights provided in this Agreement.

#### **2.6 ASC Obligations**

The ASC shall provide such information and materials as set out in Schedule 1.

#### **2.7 Record keeping**

ACTAS must keep adequate records in sufficient detail for the purposes of the Services including to enable the amounts payable by the ASC under this Agreement to be accurately determined.

### 3. Work health and safety

- (a) Each party agrees, if and when using the other party's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the other party or as might reasonably be inferred from the use to which the premises or facilities are being put.
- (b) Without limiting any other provision of this agreement, ACTAS agrees to, on request, give all reasonable assistance to the ASC, including by way of provision of information and documents, to assist the ASC and its officers (as defined in the *Work Health and Safety Act 2011 (WHS Act)*) to comply with the duties imposed on the ASC and its officers by the WHS Act.
- (c) ACTAS acknowledges that the ASC may direct ACTAS to take specified measures in relation to ACTAS's work in connection with this Agreement, or otherwise in connection with the Services, that the ASC considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. ACTAS must comply with the direction. ACTAS agrees that it is not entitled to an adjustment to the Funding, or to be reimbursed for any additional costs, expenses or taxes, merely because of compliance with the direction.

### 4. Protection of Personal Information

- (a) This clause applies only where ACTAS deals with personal information for the purpose of providing the Services under this Agreement.
- (b) ACTAS acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988 (Act)*, and agrees in respect of the provision of Services under this Agreement:
  - (i) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) which, if done or engaged in by the ASC, would be a breach of that IPP;
  - (ii) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Act, including to comply with the requirements relating to collection, storage, access, alteration, use and disclosure of personal information, and in particular;
  - (iii) not to use or disclose personal information or engage in an act or practice that would breach section 16F (direct marketing), an NPP or an approved privacy code (APC), where that section, NPP or APC is applicable to ACTAS ;
  - (iv) to immediately notify the ASC if ACTAS becomes aware of a breach or possible breach of any of the obligations contained in this clause 4 whether by ACTAS or one of its sub-contractors; and
  - (v) to ensure that any Personnel of ACTAS who are required to deal with personal information for the purposes of this Agreement is made aware of the obligations of ACTAS set out in this clause 4.
- (c) ACTAS agrees to ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure

that the sub-contractor has the same awareness and obligations as ACTAS has under this clause 4, including requirements in relation to sub-contracts.

- (d) ACTAS agrees to indemnify the ASC in respect of any loss, liability or expense suffered or incurred by the ASC, which arises directly or indirectly from a breach of any of the obligations of ACTAS under this clause 4.
- (e) In this clause 4, the terms 'agency', 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) and 'personal information' have the same meaning as they have in section 6 of the Act.
- (f) The provisions of this clause 4 will survive the termination or expiration of this Agreement.

## **5. Intellectual Property rights**

### **5.1 Ownership**

Ownership of the Services IP will vest on its creation in the ASC.

### **5.2 Ownership of Existing Material**

Nothing in this clause 5 affects the ownership of Intellectual Property in any Existing Material.

### **5.3 Licence of Existing Material**

ACTAS grants to the ASC a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit any Existing Material to the extent necessary for the ASC to use the Services IP.

## **6. Confidential information**

### **6.1 Fundamental obligations**

A Recipient must in relation to the Discloser's Confidential Information:

- (a) keep it confidential;
- (b) use it only for the purposes for which it was made available by the Discloser;
- (c) only disclose it to Personnel who have a need to know the Confidential Information for the purpose of performing the Services under this Agreement;
- (d) not copy it or any part of it that is in material form other than as strictly necessary and mark any such copy 'Confidential - (Discloser)'; and
- (e) promptly comply with any request by the Discloser to return or destroy any or all copies of Confidential Information.

### **6.2 Termination**

On termination of this Agreement, or earlier on reasonable request by the Discloser, the Recipient must promptly return to the Discloser or destroy any or all copies of Confidential Information, in which case any right to use, copy and disclose that Confidential Information ceases.

## **7. Insurance and indemnity**

### **7.1 Insurance**

ACTAS must take out and maintain valid and enforceable insurance policies to cover any liability that it may incur in relation to this Agreement.

### **7.2 Indemnity**

ACTAS indemnifies and must keep indemnified the ASC and its Personnel against all liabilities, expenses, losses, damages and costs (including legal costs on a solicitor and client basis) that the ASC or its Personnel may sustain or incur as a result, whether directly or indirectly, of:

- (a) the infringement of Intellectual Property rights belonging to any third party by ACTAS or any of its Personnel in connection with ACTAS's obligations under this Agreement;
- (b) a breach of this Agreement by ACTAS ; or
- (c) any negligent, wrongful or unlawful act or omission of ACTAS or any of its Personnel in connection with performing ACTAS's obligations under this Agreement.

## **8. Funding**

### **8.1 Payment**

The ASC must pay the Funding at the times and in the manner set out in Schedule 1. The ASC is not liable to reimburse any expenses in addition to the Funding.

## **9. GST**

### **9.1 Defined term**

In this clause 9:

**GST** and other words defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* have the same meaning as in that Act.

### **9.2 GST included**

- (a) If GST is payable on any supply by one party to the other party under this Agreement (including the supply of any goods, services, rights, benefits or other things), the parties agree that the amounts payable to the supplier and any other consideration (as applicable) will be increased by an additional amount if appropriate (unless specified in this Agreement to be inclusive of GST). That amount is to be calculated by multiplying the amounts payable for the relevant supply by the prevailing GST rate.
- (b) Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

## **10. Dispute resolution**

### **10.1 Condition precedent**

Before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this Agreement.

### **10.2 Notification**

A party claiming that a Dispute has arisen must notify the other party to the Dispute giving details of the Dispute (**Notification**).

### **10.3 Negotiations**

On receipt of a Notification each party must negotiate in good faith to resolve the Dispute and, if necessary to resolve the Dispute, involve the Chief Executive Officers or other senior officers of the parties directly in those negotiations.

## **11. Termination**

### **11.1 Term**

The term of this Agreement commences on the Start Date and, subject to early termination pursuant to clause 11.2, expires on the End Date.

### **11.2 Termination for cause**

The ASC may terminate this Agreement immediately by giving notice to ACTAS if:

- (a) ACTAS commits a breach of any other provision of this Agreement which is capable of remedy and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or
- (b) ACTAS commits a breach of any other provision of this Agreement which is not capable of remedy.

### **11.3 Termination for convenience**

The ASC may terminate this Agreement at its discretion by giving at least 3 months written notice to ACTAS.

### **11.4 Inability to perform**

ACTAS must notify the ASC immediately if it becomes aware of any circumstance or event that will or may have a material effect on its ability to perform its obligations under this Agreement.

## **12. After termination**

After termination or expiration of this Agreement:

- (a) accrued rights or remedies of either party are not affected;
- (b) ACTAS must stop providing the Services and minimise its loss; and
- (c) clauses 2.5, 4, 5, 6, 7, 12 and any other clause which expressly or by implication is intended to survive the termination or expiry of this Agreement will do so.

## **13. Freedom of Information**

### **13.1 Obligations**

ACTAS:

- (a) acknowledges that this agreement is a Commonwealth contract; and

- (b) agrees that where the ASC has received a request for access to a document created by, or in the possession of, ACTAS or any subcontractor, and that document relates to the performance of this Agreement (and not to the entry into the agreement), the ASC may at any time by written notice require the ACTAS to provide the document to the ASC and the ACTAS must, at no additional cost to the ASC, promptly comply with the notice.

**13.2 Subcontracts**

The ACTAS must include in any subcontract relating to the performance of this Agreement, provisions that will enable ACTAS to comply with its obligations under this clause 13.

**13.3 Definitions**

In this clause, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982 (Cth)*.

**14. Notices**

A party notifying or giving notice under this Agreement must give notice in writing, addressed to the Contact Person specified in the Details, and left at or sent by prepaid post, by fax or by email to that person.

**15. General**

**15.1 Relationship**

Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of agency, partnership, joint venture or employment between the ASC and ACTAS or between the ASC and any Personnel or subcontractors of ACTAS.

**15.2 Authority**

ACTAS must not make any representations or commitments, incur any liabilities or pledge any credit on behalf of the ASC.

**15.3 Subcontracting and assignment**

ACTAS must not subcontract any part of the Services, assign or attempt to assign or otherwise transfer any right or obligation arising out of this Agreement, without the written consent of the ASC Contact Person.

**15.4 Severance**

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

**15.5 Waiver**

Waiver of any provision of or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

**15.6 Inconsistency**

To avoid inconsistent provisions applying to the Services:

- (a) no confirmation, shipment or delivery docket, invoice, terms and conditions of supply, disclaimer, notice, proposal, quotation or other document issued by or on behalf of any party about the Services will vary this Agreement; and
- (b) if there is any inconsistency between the provisions of this Agreement the order of precedence shall be:
  - (i) clauses 1-15;
  - (ii) the Details; and
  - (iii) Schedule 1.

**15.7 General**

This Agreement, including any schedules and attachments:

- (a) constitutes the entire agreement between the parties as to its subject matter;
- (b) supersedes any prior agreement, understanding or representation between the parties as to its subject matter;
- (c) is governed by the law applicable in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory; and
- (d) may only be amended in writing signed by both parties.

# Schedule 1

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## **ACTAS ACE Services**

ACTAS will, provide the following services to Targeted Athletes.

- Career counselling and planning including the provision of advice on career options, goals and pathways;
- Employment preparation support, including career referral networks, resume preparation, job search, position applications and interview skills;
- Educational guidance and information including school, vocational training and university study options, and guidance on goals, pathways and institutional liaison;
- Transitional support including for non-selection, retirement, injury and relocation;
- Where identified by the athlete and where resources are available, provide personal development training and advice including public speaking, media communications, time management, financial planning and balanced lifestyle management;
- Professional referrals including personal psychological counselling and relationship counselling.

ACTAS shall provide reciprocal servicing arrangements to support Targeted Athletes across institutes and academies in Australia. ACTAS will also inform Targeted Athlete coaches and managers about the Services and liaise with such coaches and managers in respect of the Targeted Athletes as appropriate.

## **ACTAS Performance Requirements**

### **Target Athlete ACE Service Requirements**

ACTAS shall:

- When notified in writing by ASC of the name, postal address and email of new Targeted Athletes, a letter (in the form as provided by the ASC) and/or an email should be sent to athletes introducing ACE Services, providing contact details and inviting the Targeted Athlete to an Individual Assessment meeting (the Introductory Contact);
- Arrange an Individual Assessment, if appropriate (Introductory Follow-up);
- Complete an Individual Assessment (including but not limited to education, employment and courses interest details) and as appropriate a development plan for the relevant Targeted Athlete;
- Update the National ACE database (the NACE Database) with details;
- Ensure that every Targeted Athlete is contacted on a regular basis to review such Athlete's situation (Progress Check).
- On the annual anniversary of a continuing Targeted Athlete's support, contact the Targeted Athlete and review the Targeted Athlete's Individual Assessment and Development plan then update the NACE Database accordingly. This may take the form of a telephone call, face to face meeting or email;

ACTAS shall for Targeted Athletes in transition:

- Work with the NACE team (SIS/SAS ACE Managers) to coordinate as best as possible the movements of athletes interstate and between services with their fellow state ACE partners. Early contact with the transitioning athlete is required to initiate service
- Provide 12 month support service that follows completion of their scholarship or selection period nominated by the NSO.

## **Records Management Requirements**

**ACTAS shall:**

- File all Targeted Athlete hard copy information and case notes and/or ensure a secure electronic note of the same is recorded;
- On being notified in writing by ASC of a Targeted Athlete in its jurisdiction changing the location from which she/he will access the ACE Services (Change of Location), provide to the new Personnel servicing the Targeted Athlete such Targeted Athlete's File (in accordance with guidelines to be set out in the ACE Manual);
- Store all Targeted Athlete's Files for 12 months following a Transition Event. At the conclusion of such 12 month period ACTAS shall send such Targeted Athlete File to ASC Records Management or enable secure electronic access in accordance with clause 4.
- Ensure that details of all personal development courses hosted or facilitated by ACTAS and Targeted Athlete attendance at such courses is recorded in the NACE Database;
- Ensure all relevant information relating to the above Targeted Athlete ACE Service Requirements is entered into the NACE Database on a monthly basis.
- Record on the NACE Database any material changes of circumstances of any Targeted Athlete, such as education status, employment status or contact details as soon as ACTAS becomes aware of such changes.

## **Reporting Requirements**

**ACTAS shall:**

- Assist completion of annual Targeted Athlete satisfaction surveys (as provided by the ASC) by all Targeted Athletes in ACTAS's jurisdiction. ACTAS must follow up to achieve a satisfactory response rate as agreed between the parties;
- Provide ASC with a qualitative report every six months (on a date to be determined by the ASC based around the DAS funding cycle) detailing ACTAS's progress against the agreed performance of services of the preceding 6 months. The form of these reports is to be agreed by the parties.

## **Staffing Requirements**

ACTAS shall:

- Ensure ACTAS Personnel engaged in delivering the ACE program complete the Graduate Certificate in Career Counselling for Elite Athletes (Sport) currently offered by Victoria University (VU), or equivalent educational qualification, within 24 months of commencement of ACE employment. Where ACTAS Personnel do not successfully complete the Graduate Certificate units at VU on first attempt, they will be required to pay VU direct for completing the qualification (unless exceptional circumstances as agreed by the ASC through the NACE Manager);
- Ensure it engages sufficient staff who possess the requisite skills to deliver the Services to the Targeted Athletes;
- Ensure relevant ACTAS Personnel adhere to the NACE Career Practitioner Professional Standards including: abiding by the National ACE Code of Ethics; and maintaining professional or associate status under the Career Industry Council of Australia Professional Standards for Australian Career Practitioners by completing a continuing professional development requirement of 15 hours per year.

## ***ACTAS Use of ACE Intellectual Property***

ACTAS shall:

- Comply with the ASC policy on the use of ASC/AIS Intellectual Property in relation to the ACE program ('ACE IP'). ACTAS shall not use ACE IP for any purpose outside the delivery of the ACE program in accordance with this Agreement;
- Ensure that the ACE design "look and feel" and collateral as supplied to ACTAS by the ASC is used in all relevant ACE activities. This shall include, but is not limited to:
  - Power point presentations;
  - Signage displays at events, public functions or other media opportunities.
- Ensure that appropriate recognition is given to the ASC for funding of the ACTAS ACE Services in accordance with the ACE Manual;
- Ensure that ACTAS programs developed and staffing appointments made in providing the Services include the term 'Athlete Career & Education'.

## ***ACTAS Program delivery***

ACTAS shall:

- Contribute to and adopt the National ACE strategic planning outcomes (as detailed in the ACE Manual provided by the ASC from time to time) in the development and delivery of ACE in its jurisdiction;
- In collaboration with the ASC, conduct a biennial (2010, 2012, 2014...) ACE evaluation through contact with relevant stakeholders including (but not limited to): athletes, coaches and administrators in a form to be agreed with the ASC. Ensure that ACTAS Personnel involved in delivering the ACE program contribute to the ongoing development and implementation of the national ACE program by:
  - Participating in an annual ACE conference and other identified national and international forums as endorsed by the National Institute Network ('NIN');
  - Contributing to resource development and National ACE publications;
  - Contributing to the National ACE network and national initiatives.

## ***ASC Obligations***

The ASC shall:

- Advise ACTAS in writing of the name, postal address and email of all Targeted Athletes in ACTAS's jurisdiction. The ASC shall also provide updated details of Targeted Athletes including new Targeted Athletes throughout the term of this Agreement;
- Input the name, postal address and email of all Targeted Athletes in the NACE Database;
- Maintain the functionality of, and reasonable accessibility by ACTAS to, the NACE Database;
- Provide and/or facilitate ACTAS ACE staff training and professional development including through inductions, meetings and conferences;
- Disseminate the results of relevant research to ACTAS ACE staff, Targeted Athletes, coaches and other interested persons;
- Create, and distribute, as appropriate promotional and educational material related to the Services;
- Develop and maintain nationwide strategic alliances such as the Elite Athlete Friendly Universities scheme for the benefit of Targeted Athletes;
- Develop and maintain a web based career and education portal (ACEonline);
- Develop and update the ACE Manual as required;
- Liaise with National Sporting Organisations as required in regard to the provision of the Services and ACE;
- Develop those national initiatives identified through the National ACE Strategic Plan to increase the efficiency and effectiveness of ACE and assist with the provision of the Services as appropriate;
- Conduct an annual review of the provision of the Services and the performance of ACTAS against the delivery guidelines and agreed strategic outcomes in collaboration with ACTAS.

## ***Funding***

All funding amounts specified in this section are exclusive of GST.

No funding amounts shall be payable by ASC to ACTAS until such time as ACTAS has provided a tax invoice in respect of such funding payment.

### ***Base Funding***

The ASC will pay ACTAS the base funding amount of \$25,000.00 within 2 weeks of execution of this Agreement by the parties subject to all other terms and conditions of this Agreement.

### ***Targeted Athlete Specific Funding***

The ASC will pay ACTAS an additional Targeted Athlete specific funding amount where ACTAS is providing Services for more than 35 Targeted Athletes. The ASC will pay \$700/annum total for each additional Targeted Athlete (above 35).

Payment of Targeted Athlete Specific Funding will be made in advance for each 6 month period. The Funding amount will be calculated based on the projected number of Targeted Athletes on average during the upcoming 6 months. The Funding amount will be determined by ASC and notified to ACTAS.

ACTAS acknowledges that the total Funding under this Agreement will not cover the full cost of providing the Services. Accordingly, ACTAS must make or obtain an appropriate funding contribution as necessary to comply with this Agreement

# Signing page

EXECUTED as an agreement

Signed for Australian Sports Commission by an authorised officer in the presence of

  
Signature of officer ←

  
Signature of witness

← LAINIE HOUSTON  
Name of officer (print)

Nathan Price  
Name of witness (print)  
15/10/12  
Date

MANAGER - NATIONAL ACE  
Office held  
15/10/12  
Date

Signed for ACT Academy of Sport by an authorised officer in the presence of

  
Signature of officer ←

  
Signature of witness

← GERARD CORRADINI  
Name of officer (print)

Andrew Stanley  
Name of witness (print)  
15/10/12  
Date

MANAGER  
Office held  
15 OCTOBER 2012  
Date

## **Memorandum of Understanding**

**BETWEEN**

**The AUSTRALIAN SPORTS COMMISSION (ASC), a body corporate established under the Australian Sports Commission Act (1989) of Leverrier Crescent, Bruce ACT 2617 Australia (representing the AUSTRALIAN INSTITUTE OF SPORT)**

**AND**

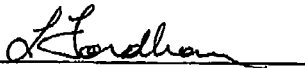
**The Australian Capital Territory Academy of Sport (ACTAS), of Vowels Crescent, Bruce ACT 2617 Australia.**

- **The ASC and ACTAS (the "Parties"), inspired by the desire to promote and strengthen friendly bilateral relations and co-operation in the field of strength and conditioning, and seeking to encourage and develop their relationship, have agreed to make available gymnasium facilities to assist the other Party when their gymnasium is out of service for an extended period of time longer than 4 weeks. For the avoidance of doubt, the Parties do not intend that this memorandum of understanding will create a legally binding relationship between the Parties. Through the sharing of gymnasium facilities for their mutual benefit both Parties have reached the following understandings:**
- **each Party will, subject to availability, provide the other Party access to its gymnasium facility including change rooms ("Facilities");**
- **each Party must book a date and time with the other Party's relevant Strength and Conditioning Manager before arriving;**
- **After hour access can be arranged subject to prior approval;**
- **A qualified strength and conditioning instructor must be present when utilising the Facilities;**
- **Where applicable, each Party may give its own scholarship athletes first preference to use its own Facilities;**

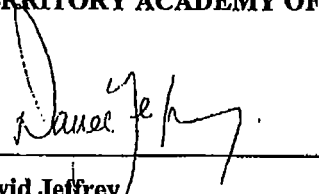
- Parties must comply with the relevant rules, regulations and Code of Conduct of the other Party when utilising the other Party's Facilities. (Parties will provide each other with the relevant documents);
- Each Party will be responsible for their own travel costs and the salaries of their respective staff;
- Each Party is liable for any damages that may be caused by their use of the facility;
- In the event that either Party has been using the other Party's Facility for a continuous period of twelve (12) weeks or more the host Party may commence charging a usage fee for further continuous use of the Facilities provided the host Party gives prior written notice to the other Party of its intention to do so;
- Any dispute between the Parties arising out of the interpretation or implementation of this MOU will be settled amicably by consultation and negotiation;
- This MOU will come into effect on the date of its signature and will remain in effect for a period of two years at which time it will expire, unless extended for a further period as mutually determined between the Parties. The updated MOU will have precedence over previous versions;
- This MOU may be amended by mutual consent in writing between the Parties;
- This MOU may be terminated by either Party before its natural expiry by giving three (3) months written notice;
- The provisions of this MOU will remain in effect after its termination until any activities pursuant to such commitments have been carried out to their completion.

SIGNED on the 21 day of June, 2006, in two original copies.

**FOR THE AUSTRALIAN SPORTS  
COMMISSION**

X   
<name> LOIS FORDHAM  
<position> DIRECTOR

**FOR THE AUSTRALIAN CAPITAL  
TERRITORY ACADEMY OF SPORT**

X   
David Jeffrey  
A/g Manager

**ORIGINAL**



**UNIVERSITY OF  
CANBERRA**

**PHD SCHOLARSHIP  
AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF CANBERRA**

**AND**

**THE AUSTRALIAN INSTITUTE OF SPORT**

**AND**

**THE ACT ACADEMY OF SPORT**



**AUSTRALIAN  
INSTITUTE OF SPORT**



**ACTAS**  
ACT ACADEMY OF SPORT

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THIS AGREEMENT is made on.....2009

**BETWEEN**

The **AUSTRALIAN SPORTS COMMISSION** (ABN 67 374 695 240), a Commonwealth Government Entity established under the *Australian Sports Commission Act 1989* (Cth), acting for the purposes of this agreement through the Australian Institute of Sport, with its office at Leverrier Street, Bruce ACT 2617 Australia ("AIS")

and

The **UNIVERSITY OF CANBERRA** (ABN 81 633 873 422) a body corporate under the *University of Canberra Act 1989* (ACT) with its office at University Drive, Bruce, ACT 2601 Australia ("UC")

and

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by Section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) ("Territory") represented by the **ACT ACADEMY OF SPORT** (ABN 37 307 569 373) with its office at Building X, Vowels Crescent, Bruce CIT, 2617 ("ACTAS")

**WHEREAS:**

- A. The AIS, UC and the ACTAS agree to contribute to the funding of a PhD Scholarship ("the Scholarship") to be established by UC and to be held by the Student (jointly selected by the Parties).
- B. The AIS, UC, and the ACTAS agree to abide by their obligations, according to the following terms and conditions of this agreement.

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

**1.2** "Associate Supervisor" means a person within the AIS who is not a paid staff member of UC and who is appointed on agreement between UC and the AIS according to the policy guidelines specified in the *Higher degrees by research: policy and procedures (the Gold Book)* at 4.6.3 of part 4, to ensure that the Student receives adequate assistance and guidance from the AIS to pursue the Studies;

**1.3** "Background Intellectual Property" means Intellectual Property that exists prior to the commencement of the Research Project or is developed independently of the Research Project;

**1.4** "Commencement Date" of Scholarship means the date on which the payments to the Student commence as specified in Schedule 5;

**1.5** "Confidential Information" means information of any kind which, because of its confidential character, is capable of protection by contractual or equitable means, and includes information of a valuable commercial or technical character and does not include information which:

**1.5.1** is already in the public domain;

**1.5.2** hereafter becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the Party or its representatives;

**1.5.3** is or becomes available to the recipient party or the Student from a third party lawfully in possession thereof and who has the lawful power to disclose such information to the recipient party or the

- 1.5.4 Student, as the case requires, on a non-confidential basis; is lawfully known by the recipient party or the Student prior to the date of disclosure to it by the disclosing party; or
- 1.5.5 is independently developed by an employee of the recipient party who has no knowledge of the disclosure under this Agreement.
- 1.6 "Duration of this Agreement" means the period between the Commencement Date and the End Date of Scholarship if not earlier terminated or extended pursuant to clauses 5 and 6;
- 1.7 "End Date" means the date on which the payments to the Student conclude as specified in Schedule 5 if not earlier terminated or extended pursuant to clauses 5 and 6;
- 1.8 "Faculty" means the discipline, centre, faculty or UC institute as specified in Schedule 1;
- 1.9 "GST" means a goods and services tax imposed on the supply of goods and services (including intellectual property) under A New Tax System (Goods and Services Tax) Act 1999 Cth;
- 1.10 "Intellectual Property" means any copyright in any Publication or report, circuit layout, eligible layout, drawings, design, patent, invention, Confidential Information, trade secret, know-how, plant variety, trade mark, trade name or other insignia or origin arising from the Research Project or other work conducted by the Student under the supervision of AIS or UC during their studies but excluding any copyright in respect of the Thesis;
- 1.11 'Moral Rights' means the right of attribution, the right against false attribution, and the right of integrity of authorship as defined in the *Copyright Act 1968*;
- 1.12 "Normal Commercial Terms" means terms which would be contained in a contract transaction entered into by persons dealing with each other at arm's length and from positions of comparable bargaining power;
- 1.13 "Parties" means any persons and organisations referred to in Schedule 1.
- 1.14 "Publication" means any conference paper, article for a journal, advertisement, portion of a book, broadcast, or other means of public disclosure which may emerge from the Research Project;
- 1.15 "Research Project" means the program of research undertaken by the Student in order to satisfy the requirements of a Doctorate of Philosophy, from the University of Canberra;
- 1.16 "Selection Panel" means the persons directly involved in the scholarship applicant decision making process. A selection panel comprising UC and AIS representatives shall nominate a Student for the award of a scholarship.
- 1.17 "Studies" means all work required to be undertaken and to be completed by the Student to the satisfaction of the supervisory panel members including research, training and a Thesis to qualify for the Doctorate of Philosophy;
- 1.18 "Student" means the person who is enrolled or to be enrolled at UC at the time this Agreement is made and who undertakes Studies through the UC Faculty referred to in Schedule 5;
- 1.19 "Supervisor" - the Chair and panel of members of the University's academic staff appointed to supervise the Student in accordance with the provisions of the relevant UC legislation;
- 1.20 "Thesis" means the dissertation which is submitted by the Student for examination for admission to the Doctorate of Philosophy degree.
- 1.21 The Schedules attached to this agreement are as follows:
- 1.21.1 Schedule 1 – Notice & Party details
- 1.21.2 Schedule 2 – AIS Contributions & Obligations
- 1.21.3 Schedule 3 – UC Contributions & Obligations
- 1.21.4 Schedule 4 – ACTAS Contributions & Obligations
- 1.21.5 Schedule 5 – Student Contributions & Obligations

- 1.21.6 Schedule 6 – Student Thesis added when student is  
Research proposal (to be selected)

**2. CONSTRUCTION**

In this document unless the context otherwise requires:

- 2.1 words importing the singular include the plural and vice versa;
- 2.2 words importing one gender include the other gender;
- 2.3 references to a statute include regulations or other statutory instruments under it and consolidations, re-enactments including statutes, laws, regulations, rules or decrees brought into existence after the execution of this Agreement;
- 2.4 references to persons include corporations and bodies politic;
- 2.5 reference to a person includes the legal personal representatives, successors and assigns of that person;
- 2.6 references to clauses and schedules are to clauses of and schedules of this Agreement;
- 2.7 headings are for convenience only and do not affect the interpretation of this Agreement.

**3. SCHOLARSHIP AND DURATION**

- 3.1 The Student will be a full-time doctoral candidate enrolled at UC. The position will be based at the AIS and UC for approximately 3.5 days per week and at ACTAS approximately 1.5 days per week.
- 3.2 Subject to UC, AIS and ACTAS approval, the Student shall undertake a research topic as per Schedule 6.
- 3.3 The scholarship shall run for a term of three years of full-time enrolment, and where approved by all Parties to this agreement, a six month extension may be granted. The maximum scholarship term is three and a half years of full-time enrolment.
- 3.4 The duration of the Agreement shall accord with the duration of the Scholarship, with a Commencement Date and an End Date if not earlier terminated or extended pursuant to clauses 5 and 6, of three years from the date of student commencement in Schedule 5.
- 3.5 For financial contributions, see schedules 2, 3 and 4.

**4. GST**

- 4.1 Any amount payable for anything supplied under this Agreement is expressed exclusive of GST. All amounts expressed in this Agreement including the Schedules are exclusive of GST.
- 4.2 UC is registered under the GST Act and is registered in the Australian Business Register under the ABN Act. Where required, the AIS and the ACTAS will pay to UC an amount equal to the GST under the GST Act lawfully payable by UC in respect of the provision of the services to the extent that this constitutes a taxable supply for the purposes of the GST Act.

**5. STUDENT SUPERVISION**

- 5.1 The Parties acknowledge that UC is responsible for supervision of the student.
- 5.2 UC has appointed a Supervisory Panel for the Student which shall supervise the Student's Research Project in accordance with the statutes, guidelines and policies of UC. The UC Supervisory Panel consists of the Chair (specified in Schedule 1), another member of UC staff and the Associate Supervisor (who may, under special circumstances, also be an Adjunct member of UC staff) and any other external person(s) deemed appropriate by the Chair and Associate Supervisor.
- 5.3 The AIS has nominated an Associate Supervisor to help guide the Student in the Research Project. The AIS Associate Supervisor position will be filled by the person identified in Schedule 1.

- 5.4 The ACTAS has nominated an Associate Supervisor to help guide the student in the Research Project. The ACTAS Associate Supervisor position will be filled by the person identified in Schedule 1.
- 5.5 Any intention to change appointment of the Associate Supervisor by the AIS shall be notified to UC in writing and alternative arrangements reached by agreement between the Parties.
- 5.6 UC shall notify the AIS and the ACTAS in writing if the Student ceases their studies, takes leave of absence other than approved annual leave, exceeding two weeks, changes their research topic, or if UC makes alternative supervisory appointments or arrangements.
- 5.7 The AIS and the ACTAS will notify UC in writing of any change in the nominated Associate Supervisor or any other supervisory appointments or arrangements.

## 6. FUNDING

- 6.1 The ACTAS shall pay into a nominated University account by the due dates the contributions in Schedule 4. The ACTAS guarantees that funding will be available for this scholarship.
- 6.2 The AIS and UC shall pay a set amount as contribution to the scholarship, in accordance with Schedules 2 and 3. The AIS and UC guarantee that funding will be available for this scholarship.
- 6.3 Stipend payments shall be made by UC to the Student fortnightly in advance, to a total of \$24,000 per annum.
- 6.4 Payment and leave entitlements for the Student are determined according to Part 11 of the *Australian Postgraduate Award (Industry) Conditions of Award 2008*. Providing a total of all leave of absence/approved suspension does not exceed six (6) months, the End Date shall be extended. After six (6) months any further extension will be by agreement of the Parties.
- 6.5 This Agreement may be extended by the Parties if they wish to continue to pay the Student to continue the existing research project for a further six (6) months beyond the original End Date as specified in Schedule 5. No financial commitment exists beyond the six (6) month extension, unless agreed upon, and only in extenuating circumstances.
- 6.6 In the event that this Agreement expires or terminates (pursuant to clause 12) prior to the end of a year in relation to which the AIS and/or the ACTAS have paid an annual contribution to the stipend in advance, UC will repay to the AIS and the ACTAS within thirty (30) days, a proportion of their contributions equal to the proportion remaining of that year after the date of expiry or termination.

## 7. AUSTRALIAN POSTGRADUATE AWARD (APA)

- 7.1 If, after the date of this Agreement, the Student is awarded an APA, or the quantum of the Student's existing APA is increased, the contributions of the Parties to the stipend will be reduced:
  - 7.1.1 such that the total combined annual contribution of the Parties is equal to the difference between the amount of the annual APA and the amount of the stipend listed in clause 6.3 of this agreement;
  - 7.1.2 in proportion to the amounts payable by the parties according to Schedule 2 and Schedule 4.
- 7.2 In the event that contributions to the Stipend reduce pursuant to 7.1, UC will repay to the AIS and the ACTAS the amounts paid in advance in excess of their reduced contributions (if any), either by payment within thirty (30) days or (if applicable) be off set against the contributions otherwise payable by the AIS and the ACTAS for the following year.
- 7.3 UC must promptly give notice to the AIS and the ACTAS upon becoming aware that the Student has been awarded an APA or that the quantum of the Student's existing APA has been increased.

## 8. PARTY OBLIGATIONS

- 8.1 In execution of this contract each Party will satisfy all obligations and contributions specified in the conditions and Schedules 2-4 of this Agreement.

8.2 The student will satisfy all obligations set out and agreed to in Schedule 5.

## 9. INTELLECTUAL PROPERTY

- 9.1 The Student will retain copyright ownership in the material of the Thesis and any Student publications arising from the Research Project including the capacity to submit the Thesis for marking, subject to requirements of confidentiality under clause 11 and potential commercialisation of intellectual property under sub-clause 9.6.
- 9.2 Subject to the Student's copyright ownership in the material of the Thesis under sub-clause 9.1, any Intellectual Property created by the Student in pursuit of their studies shall be assigned by the Student to UC, the AIS and the ACTAS. As such, the legal and beneficial ownership of Intellectual Property created or developed during the research project shall vest equally between UC, the AIS, and the ACTAS as tenants-in-common.
- 9.3 It is an express condition of this Agreement that Intellectual Property as defined in the Interpretations to this Agreement includes Intellectual Property arising from or created during any work or research undertaken by the Student under the supervision of AIS or UC, within the duration of this Agreement.
- 9.4 For the purposes of conducting and completing the research project, the AIS, UC and the ACTAS shall grant to each other for the duration of the research project a royalty free, worldwide licence (with a right to sub-licence) to use and reproduce Intellectual Property created or developed during, or arising from, the research project. Where necessary for the proper use of the Intellectual property by the AIS, UC, and the ACTAS, this licence shall include Background Intellectual Property.
- 9.5 Subject to the limited licence for the purposes of conducting and completing the research project in sub-clause 9.4, nothing in this Agreement shall give any party any rights in Background Intellectual Property owned by another party.
- 9.6 The Parties agree that any rights and obligations deriving from potential commercialisation of Intellectual Property created or developed during the research project will be negotiated between the Parties in good faith. Subject to the conditions of this clause 9, any proceeds of Commercial exploitation of the research project Intellectual Property should be shared in proportion to their respective contributions to the creation, development and commercialisation of the research project Intellectual Property, including the respective contributions of the Student. In the event that either party has no interest in commercialising the Project Intellectual Property to which it holds an interest, the other party may seek an alternative commercial collaborator.

## 10. MORAL RIGHTS

- 10.1 All parties to this Agreement:
- 10.1.1 acknowledge the collaborative nature of the research and the mutual benefit derived by the parties from the research;
- 10.1.2 acknowledge the existence and creation of Moral Rights conferred on the researchers and the Student of the research and associated materials;
- 10.1.3 will immediately notify the other parties in writing:
- 10.1.3.1 upon becoming aware of a possible infringement of Moral Rights; or
- 10.1.3.2 upon becoming aware of a notification of infringement of Moral Rights.
- 10.1.4 will, following notice under sub-clause 10.1.3, meet to negotiate in good faith the appropriate steps to resolve the matter to the satisfaction of the parties and the researchers.
- 10.2 This clause survives the expiration or termination of this Agreement.

## 11. CONFIDENTIALITY AND PUBLICATION

- 11.1 No party to this agreement shall publish or disclose to a third party the process, content, or results of the Project Research in any way that might:

- 11.1.1 preclude the granting of a patent or the potential commercialisation of Intellectual Property; or
- 11.1.2 jeopardise the assertion of ownership in any other form of Intellectual Property; or
- 11.1.3 render public confidential information required to remain undisclosed to ensure the security of Intellectual Property interests.
- 11.2 Each party shall only disclose such Confidential Information to any person with the prior written consent of the other party to its disclosure and to the form in which it may be disclosed, permission to be negotiated in good faith and not to be unreasonably withheld.
- 11.3 Nothing in this Agreement shall prevent the Student or UC from providing the Thesis to examiners for examination, provided only that UC or the AIS may require the Thesis to be submitted to the examiners in confidence and/or that publication be delayed for a reasonable time to allow either party to secure Intellectual Property interests.
- 11.4 Prior to any Publication, including a Publication arising from the Thesis, the authors wishing to publish information will provide the other Parties with a draft copy.

## 12. TERMINATION

- 12.1 The Parties may with ninety (90) days written notice terminate this Agreement if:
  - 12.1.1 the Student's progress is deemed unsatisfactory by UC;
  - 12.1.2 the Student discontinues their Studies prior to the completion of the Thesis;
  - 12.1.3 a party is in breach of any provision of this Agreement and does not remedy the breach within thirty (30) days of receipt of written notice requiring it to do so.

## 13. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 13.1 The Parties shall not represent, and shall ensure that its employees, partners and agents, do not represent themselves as being employees, partners or agents of the other Parties.
- 13.2 The Parties shall not by virtue of this Contract be or for any purpose be deemed to be an employee, partner or agent of the other Parties.

## 14. DISPUTE RESOLUTION

- 14.1 If any dispute between the Parties arises in connection with this Agreement, the Parties shall use their best endeavours to resolve the dispute amicably within thirty (30) days. A dispute which cannot be resolved within thirty (30) days shall be notified to a senior management representative of each of the Parties concerned for the purpose of convening a meeting to seek a resolution, which is to be held within 30 days of notification to each of the Parties' representatives.
- 14.2 If the meeting referred to in sub-clause 14.1 above fails to resolve the dispute and the dispute remains unresolved for a period of thirty (30) days after the meeting, it shall be referred to mediation and/or arbitration in Canberra by the Australian Commercial Disputes Centre. The decision of the arbitrator (if any) shall be binding and final on the Parties.
- 14.3 The affected Parties must meet their own costs associated with any dispute resolution process.
- 14.4 Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Agreement.
- 14.5 Despite sub-clauses 14.1 and 14.2 above, a Party may commence court proceedings relating to any dispute arising from this Agreement at any time where that Party seeks urgent interlocutory relief.
- 14.6 The affected Parties will share equally the costs of any dispute resolution process.
- 14.7 Clause 14 will survive the expiration or termination of the Agreement.
- 14.8 If the student is in dispute with any or all Parties, the processes described in sub-clauses 14.1-14.7 will be applied as if the student was a Party.

15. **ENTIRE AGREEMENT**

15.1 This Agreement constitutes the entire understanding of the Parties on the subject matter herein and supersedes any and all other representations or statements by a party or its officers and employees, whether oral or in writing, made prior to the date of this Agreement.

16. **AMENDMENT**

16.1 Any amendment or alterations to this Agreement shall have effect only upon being made in writing and signed by all Parties.

16.2 Revised Schedules may be attached as required, providing the Schedules do not contradict this Agreement, and providing the Schedules are agreed to by all Parties, as per sub-clause 16.1.

17. **GOVERNING LAW AND JURISDICTION**

17.1 This Contract shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the Parties submit to the jurisdiction of the courts of that Territory.

18. **SEVERABILITY**

18.1 The invalidity or unenforceability of any one or more of the provisions hereof shall not invalidate or render unenforceable the remaining provisions of this Agreement. Any illegal or invalid provision of this Agreement shall be severable and all other provisions shall remain in full force and effect.

19. **NOTICE**

19.1 Any notice, request or other communication shall be delivered by hand or sent by pre-paid post, facsimile or telex, to the address of the Party to which it is sent. Such notice to be given or served pursuant to this Agreement shall be in writing and addressed according to Schedule 1 or to any other address specified by any party to the sender by notice.

19.2 Any notice, request or other communication must be signed by an officer of the sender and is deemed to be given by the sender and received by the addressee;

19.2.1 if by delivery in person, when delivered to the addressee;


19.2.2 if by post, three (3) business days from and including the date of postage and delivery on the address;

19.2.3 if by facsimile transmission when received by the addressee but if delivery or receipt is on a day which is not a business day or is after 4.00 p.m. (addressee's time) it is deemed to be given on the succeeding business day.

IN WITNESS WHEREOF the Parties have executed this Contract as at the day and year first above written.

SIGNED on behalf of  
The Australian Institute of Sport by

Dr Dennis Hatcher  
Assistant Director, Australian Institute  
of Sport



.....  
[signature]

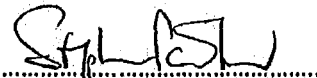
in the presence of .....

23/4/09

Date..... 23/4/09 .....

SIGNED on behalf of  
The University of Canberra by

Professor Stephen Parker,  
Vice-Chancellor, University of Canberra



.....  
[signature]

in the presence of .....

Alexis Johnson

Date..... 22.4.09 .....

SIGNED on behalf of )  
The ACT ACADEMY OF SPORT by )  
)

Sue Marriage )  
Director, Sport & Recreation Services )  
ACT Government )

Smalnap )  
[signature] )

in the presence of )  
EMERY HOUMIK )

[name] )

E/H )  
[signature] )

Date 29/4/09 )

## **SCHEDULE 1 – NOTICE & PARTY DETAILS**

1)

The **AUSTRALIAN SPORTS COMMISSION** (ABN 67 374 695 240), a Commonwealth Government Entity established under the *Australian Sports Commission Act 1989 (Cth)*, acting for the purposes of this agreement through the **Australian Institute of Sport (AIS)**, with its office at Leverrier Street, Bruce ACT 2617 Australia

### **ADDRESS FOR NOTICES:**

Dr John Williams  
Research Manager  
Applied Research Centre  
Australian Institute of Sport  
PO Box 176  
Belconnen ACT 2616  
Email: [John.Williams@ausport.gov.au](mailto:John.Williams@ausport.gov.au)

### **AIS ASSOCIATE SUPERVISOR:**

Principal AIS Associate Supervisor:  
Mr Julian Jones  
Australian Institute of Sport  
Australian Sports Commission  
Tel: +61 2 6214 1356  
Fax: +61 2 6214 1904  
Email: [Julian.jones@ausport.gov.au](mailto:Julian.jones@ausport.gov.au)

2)

The **UNIVERSITY OF CANBERRA** (ABN 81 633 873 422) a body corporate under the University of Canberra Act 1989 (ACT) having its office at University Drive, Bruce, ACT 2601 Australia

### **ADDRESS FOR NOTICES:**

A/Professor Gordon Waddington  
A/Dean Research (Health)  
Faculty of Health  
University of Canberra  
ACT, 2601, AUSTRALIA  
Email: [Gordon.Waddington@canberra.edu.au](mailto:Gordon.Waddington@canberra.edu.au)

### **UC PANEL CHAIR:**

Dr Nick Ball  
University of Canberra  
ACT, 2601, AUSTRALIA

**Telephone:** (02) 6201 2419

**Fax:** (02) 6201 5727

3)

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by Section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) ("Territory") represented by the **ACT ACADEMY OF SPORT** (ABN 37 307 569 373) with its office at Building X, Vowels Crescent, Bruce CIT, 2617 ("ACTAS")

**ADDRESS FOR NOTICES:**

Mr Phillip Moreland  
PO Box 90  
Belconnen, ACT 2616

**ACTAS ASSOCIATE SUPERVISOR:**

Principal ACTAS ACTAS Associate Supervisor:  
Mr Phillip Moreland  
ACT Academy of Sport  
Cottage X Vowells Crescent  
Bruce CIT Campus  
Tel: 0466 150 298  
Email: [Phil.Moreland@act.gov.au](mailto:Phil.Moreland@act.gov.au)

## SCHEDULE 2 – AIS CONTRIBUTIONS & OBLIGATIONS

### The AIS shall:

- a) pay \$12,500 per annum to UC following invoice as contribution to stipend.
- b) provide infrastructure support to the Student, including a desk space, a computer and some access to technical services.
- c) provide an Associate Supervisor.
- d) comply with UC policy regarding postgraduate student supervision.
- e) not be liable to pay any tax, duty, benefit or entitlement that is payable in connection with the establishment of the Scholarship or stipend payment, and will not be liable to any party in the event that any other party fails to pay the stipend or make its contribution to the stipend.

### **SCHEDULE 3 – UC CONTRIBUTIONS & OBLIGATIONS**

**UC shall:**

- a) contribute \$12,500 per annum to the stipend.
- b) spend up to \$3,000 per annum to meet miscellaneous costs associated with the Student's research work. UC will retain and administer this amount at its discretion.
- c) administer and pay the stipend.
- d) invoice the AIS and the ACTAS for their contributions to the stipend annually in advance.
- e) provide supervision, through a Supervisory panel.
- f) provide the Student with access to facilities and resources in accordance with relevant University statutes, regulations and codes and policies pertaining to postgraduate research candidature.
- g) where required, provide an additional research allowance for the Student, at its discretion, to be used for conference travel.
- h) provide insurance for the Student as per normal arrangements for its students conducting their research off-campus.
- i) spend up to \$2000 during the tenure of the scholarship for conference attendance and related travel.

#### **SCHEDULE 4 – ACTAS CONTRIBUTIONS & OBLIGATIONS**

**The ACTAS shall:**

- a) pay \$8,000 per annum to UC following invoice as contribution to the stipend.
- b) provide the student with access to desk space, Internet access and some access to technical services.
- c) provide an Associate Supervisor.
- d) comply with UC policy regarding postgraduate student supervision.
- e) not be liable to pay any tax, duty, benefit or entitlement that is payable in connection with the establishment of the Scholarship or stipend payment, and will not be liable to any party in the event that any other party fails to pay the stipend or make its contribution to the stipend.

## **SCHEDULE 5 – STUDENT CONTRIBUTIONS & OBLIGATIONS**

### **The Student shall:**

- a) subject to UC and AIS approval, undertake a research topic relating to factors determining leg extension performance and development in sport, and unless otherwise agreed by all parties, substantially on the topic précis provided in Schedule 6;
- b) assign all intellectual property excluding copyright in the Thesis to UC, the AIS and the ACTAS as equal tenants-in-common;
- c) participate in regular (at least monthly) conferences and meetings with their UC Supervisory Panel and AIS Associate Supervisor to check on progress. This includes, but is not limited to, six-monthly review meetings coordinated by the AIS Applied Research Centre;
- d) submit through their supervisor a progress report in writing to the AIS and UC Research Services Officer, every twelve (12) months.
- e) comply with all lawful directions given by the AIS in relation to access to and use of AIS premises and participation in AIS Physiology Department activities, including directions in relation to research activities;
- f) comply with the policies and procedures of the AIS and the Australian Sports Commission (ASC), including Quality Assurance standards of the AIS Physiology Department, the ASC Code of Conduct and the ASC Anti-Doping Policy;
- g) interact and cooperate with other PhD candidates at UC and the AIS in a professional and collegial manner, and provide reciprocal assistance with data collection by UC, the AIS and other PhD candidates as required;
- h) maintain regular attendance at relevant seminar and other research events at UC or at other locations as reasonably required by their UC supervisor;
- i) comply with the Gold Book (which outlines UC policy and practice relating to the doctor of philosophy), including procedures relating to the completion of progress reports and the transition from provisional to full candidature;
- j) submit their PhD thesis to the Supervisory Panel and Associate Supervisor for review prior to providing it to any other person for assessment, review or any other purpose;
- k) use all reasonable endeavours to undertake and complete the research, submit their PhD Thesis by the due date of [insert date], and write up research for publication in peer-reviewed journals;
- l) commence studies on [insert date] and, subject to extension of 6 months approved by all Parties, complete and submit a thesis by [insert date].

I, [insert name of Student], agree to the contributions and obligations, as detailed above in Schedule 5.

SIGNED by [insert name of Student]

.....

In the presence of .....

.....

Date .....

**ADDRESS FOR NOTICES:**

[insert address]

**SCHEDULE 6 – STUDENT THESIS RESEARCH PROPOSAL**

[ Topic/Research Question]

**New research topic here**