



Australian Government

Department of Education, Science and Training

Our Ref :
Your Ref :

Dr John La Salle
Head, Australian National Insect Collection
CSIRO Entomology - Black Mountain
Black Mountain Laboratories
GPO Box 1700
Canberra ACT 2601

Dear Dr LaSalle

**FUNDING AGREEMENT FOR THE NATIONAL COLLABORATIVE RESEARCH
INFRASTRUCTURE STRATEGY**

I enclose an agreement (2 copies) which sets out details of the proposed Project. Please read the agreement carefully.

If You are able to undertake the Project on the terms and conditions set out in the agreement, please sign on the last page of each copy of the agreement and have Your signature witnessed by another person. You should also initial the bottom of each copy as indicated.

Both copies must be returned, marked for my attention. This proposal lapses if You do not return the signed and unaltered documents to me within 20 business days of the date of this letter.

The agreement will commence when the Commonwealth signs and dates the documents. One copy of the agreement will be returned to You for Your records. You must not make any commitments in anticipation of the agreement until You have confirmation from Us that We have signed the agreement.

We confirm that the licence to the Commonwealth to use the Intellectual Property Rights in the Reports provided under clauses 14.2 and 14.3 of the Funding Agreement, is granted only for the use of copyright in the Reports provided to the Commonwealth pursuant to item L of Schedule 1 of the Agreement.

Please contact Dr Helen McFadden (tel (02) 6229 4020, or e-mail Helen.McFadden@dest.gov.au), if You have any questions.

Yours sincerely

Anne-Marie Lansdown
Branch Manager
Innovation and Research Branch

June 2007



Australian Government

**Department of Education,
Science and Training**

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Education, Science and Training

and

**Commonwealth Scientific and Industrial Research
Organisation**

regarding funding for

**Implementing an Investment Plan for the National Collaborative
Research Infrastructure Strategy's Research Capability known as
5.2 Integrated Biological Systems: 5.2.3 Biological Collections -
*The Atlas of Living Australia***

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Parties

COMMONWEALTH OF AUSTRALIA ('Commonwealth, 'Us', 'We' or 'Our'), represented by and acting through the Department of Education, Science and Training [ABN 51 452 193 160] ('Department')

AND

COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION (ABN 41 687 119 230), of Limestone Avenue, Campbell in the Australian Capital Territory, acting through **CSIRO Entomology** ('You', or 'Your' as further defined in clause 33.1)

Note: this agreement uses a number of words which are defined in the glossary in clause 33.1. Defined terms start with a capital letter, eg, Asset.

Purpose

- A. The Department operates a Programme, the National Collaborative Research Infrastructure Strategy ('the **Programme**' or '**NCRIS**') which is providing \$542 million over seven years to assist with the provision of major research facilities, supporting infrastructure and networks necessary for world-class research in Australia. The Programme is mentioned in Output Group 3.1 of the Department's Portfolio Budget Statements for the 2006-07 financial year as one of several programmes contributing to the development of Australia's science, innovation and research system. The Programme seeks to ensure that Australia receives the best possible return on its research infrastructure investment. A key focus will be on encouraging collaboration and the effective use of research infrastructure.
- B. You are committed to helping achieve the objectives of the Programme, through Your conduct of the Project to establish, operate and/or provide access to research infrastructure for the NCRIS Research Capability, including:
- in accordance with (an) agreed price(s) and access regime(s), providing researchers in Australia with a state of the art Biological Collections informatics platform;
 - ensuring that the research infrastructure supported using the funds provides researchers in Australia with universal and free access, to discover, analyse, contribute to and manage authoritative and scientifically verifiable biological collections data held in Australia's museums, herbaria, universities, agricultural and research institutions;
 - providing necessary training or technical support to users of that infrastructure;
 - ensuring effective and efficient operation of the electronic framework, the federated databases and the web-services tools that enable researchers to use the data;
 - successfully managing relationships with all funding agencies.
- C. As a result of this commitment, We agree to support the Project by providing Funding to You, subject to the terms and conditions of this agreement. Funding under this agreement ceases by 30 June 2011. We do not require that the Project be financially self supporting in the period beyond 30 June 2011, but it is expected that You will seek to identify potential funding sources to address any funding needs after that period as appropriate.

D. We are required by law to ensure accountability for public money, and You are required to be accountable for all Funds provided by Us.

E. You agree to accept the Funding on the terms and conditions set out in this agreement.

1 Term of Agreement

1.1 This agreement commences on the Date of this Agreement and, unless terminated earlier, it expires on the Completion Date.

2 Project

2.1 You must carry out the Project:

- (a) at the times and in the manner specified in item C of schedule 1;
- (b) within the Project Period; and
- (c) in accordance with this agreement (and any applicable Guidelines), diligently, effectively and to a high professional standard.

2.2 The Funding must be expended by You only for the Project.

2.3 Where an Asset is wholly purchased or created with the Funds, You must not accept funding for that Asset under any other programme of Ours, whether that programme is administered by this Department or by any other Commonwealth agency.

2.4 Where an Asset is partly purchased or created with the Funds, You must not accept funding for that portion of the Asset under any other programme of Ours, whether that programme is administered by this Department or by any other Commonwealth agency.

2.5 If, contrary to clause 2.3 or clause 2.4, You receive funding for any Asset under any other programme of Ours, You must immediately notify Us, of such funding, including the amount that You have received.

2.6 We are not responsible for the provision of additional money to meet any expenditure in excess of the Funds.

2.7 We acknowledge and agree that Your obligations under this Agreement, with the exclusion of Your obligations under clause 19, are limited to an obligation to do so using the resources of the Division nominated in Your contracting party details.

3 Funding

3.1 Subject to sufficient funds being available for the Programme, and compliance by You with this agreement (including the invoicing requirements, if any, specified in item E of schedule 1), We will provide You with the Funding at the times and in the manner specified in item AA of schedule 2.

3.2 Without limiting Our rights, We may withhold or suspend any payment in whole or in part if:

- (a) You have not performed Your obligations under this agreement;
- (b) You have outstanding or unacquitted money under any arrangement (whether contractual or statutory) with Us; or
- (c) Contrary to clause 2.3 or clause 2.4, You receive any funding for any Asset under

any other programme of Ours, in particular, We may withhold or suspend that part of the payment equal to the amount of the other funding.

- 3.3 If We exercise Our rights under clause 3.2, You must continue to perform any obligations under this agreement, unless We agree otherwise in writing.
- 3.4 Without limiting clause 3.2, if, contrary to clause 2.3 or clause 2.4, You receive funding for any Asset under any other programme of Ours, We may reduce the Funding by the amount of the funding that You have received under that other programme, or take any other action permitted under this Agreement.

4 Management of Funding

- 4.1 You must:
- (a) ensure that the Funds are held in an account in Your name, and which You solely control, with a bank or credit union carrying on banking business in Australia;
 - (b) if specified in item F of schedule 1, this must be an account which is:
 - (i) established solely to account for and administer, Funding provided by Us to You under this agreement; and
 - (ii) separate from Your other operational accounts;
 - (c) on request from Us, provide Us and the authorised deposit-taking institution with an authority for Us to obtain all details relating to any use of the account;
 - (d) identify the receipt and expenditure of the Funds separately within Your accounting Records so that at all times the Funds are identifiable and ascertainable.
- 4.2 You must keep financial Records relating to the Project to enable:
- (a) all income and expenditure related to the Project to be identified in Your accounts;
 - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (c) the audit of those Records in accordance with Australian Auditing Standards.
- 4.3 You must not use the Funds:
- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
 - (b) for the preparation of, or in the course of, any litigation.

5 Repayment of Funding

- 5.1 If:
- (a) at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment; or
 - (b) at the Completion Date some or all of the Funding has not been:
 - (i) spent in accordance with this agreement; or
 - (ii) acquitted to Our satisfaction;

then this amount must be repaid to Us within 20 business days of a written notice from Us, or dealt with as directed in writing by Us.

- 5.2 An overpayment may be recovered from You, including by offsetting that overpayment against any amount subsequently due to You under this agreement or any other arrangement between You and Us or between You and the Commonwealth generally.
- 5.3 If an overpayment is not repaid to Us, Interest is payable on the amount after the expiry of the 20 business days notice referred to in clause 5.1, until the amount is paid in full.
- 5.4 Any amount owed to Us under clause 5.1 and any Interest owed under clause 5.3, is recoverable by Us as a debt due to Us by You without further proof of the debt by Us.
- 5.5 An adjustment note must be provided to Us if required by the GST Act, including where You repay some or all of the Funding to Us.

6 Acknowledgment and Publicity

- 6.1 You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Project acknowledge the financial and other support You have received from Us, in the manner set out in item G of schedule 1.
- 6.2 We reserve the right to publicise and report on the awarding of Funding to You, including the amount of the Funds given to You and the title and a brief description of the Project.
- 6.3 You must invite the Minister and/or any other person nominated by the Minister to take part in any significant promotional event held by You or any subcontractor. This may include allowing the Minister or any other person nominated by the Minister to speak at, or play any role (including an integral role) in the relevant promotional event.

7 Subcontracting

- 7.1 You must not, without Our prior written approval, enter into a subcontract of \$80,001 or more covering the performance of any obligations under this agreement. In giving Our approval, We may impose terms and conditions as We think fit.
- 7.2 The subcontractors We have approved at the Date of this Agreement, and any terms and conditions relating to their use, are identified in item H of schedule 1.
- 7.3 You are fully responsible for the performance of Your obligations under this agreement, even if You may subcontract some or all of Your obligations.
- 7.4 Despite any approval given by Us under clause 7.1, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that the work meets the requirements of this agreement.
- 7.5 We may revoke Our approval of a subcontractor on any reasonable ground by giving written notice to You. On receipt of the notice You must, at Your own cost, promptly cease using that subcontractor and, if requested by Us, arrange their replacement with personnel or another subcontractor acceptable to Us.

- 7.6 If We withdraw Our approval of a subcontractor, You remain liable under this agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.
- 7.7 You must not enter into a subcontract under this agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999*.

8 Specified Personnel

- 8.1 You must ensure that the Specified Personnel, if any, listed in item I of schedule 1 undertake activities on the Project in accordance with the terms of this agreement.
- 8.2 Where Specified Personnel are unable to undertake activities on the Project, You must notify Us immediately. You must, if requested by Us, provide replacement personnel acceptable to Us without additional payment and at the earliest reasonable opportunity.
- 8.3 We may give notice on reasonable grounds related to performance of the Project requiring You to remove personnel (including Specified Personnel) from work on the Project. You must, at Your own cost, promptly arrange for the removal of the personnel from work on the Project and their replacement with personnel acceptable to Us.
- 8.4 If You are unable to provide acceptable replacement personnel, We may terminate this agreement under clause 28.

9 Assets

- 9.1 You must ensure that the Funding is not used to purchase or create any Asset, or any portion of an Asset, apart from those detailed in item J of schedule 1, without Our prior written approval. Our approval may be subject to conditions.
- 9.2 Assets are owned in accordance with Item J.1 of schedule 1.
- 9.3 During the Project Period, You must ensure that the owner of each Asset:
 - (a) uses the Asset in accordance with this agreement and for the purposes of the Project;
 - (b) does not encumber or dispose of the Asset, or deal with or use the Asset, other than in accordance with this clause 9, without Our prior written approval;
 - (c) safeguards the Asset against theft, loss, damage, or unauthorised use;
 - (d) maintains the Asset in good working order;
 - (e) maintains all appropriate insurances for the Asset to their full replacement value, noting Our interest in the Asset under this agreement, and provide satisfactory evidence of this on request from Us;
 - (f) if required by law, maintains registration and licensing of the Asset;
 - (g) is fully responsible for, and bears all risks relating to, the use or disposal of the Asset;
 - (h) if specified in item J of schedule 1, includes the Asset on an Assets register. You must:

- (i) maintain the register in the form and containing the details as described in item J of schedule 1; and
 - (ii) provide Us with a copy of the register, as and when requested.
- 9.4 We may require You to pay to Us a proportion of the market value of an Asset which is equivalent to Our contribution to the purchase of the Asset:
 - (a) if You or the owner of the Asset sells or otherwise disposes of the Asset during the Project Period (which must be with Our prior written consent and subject to any conditions We may impose);
 - (b) if We reduce the scope of this agreement under clause 27 and the Asset is not required for the continuation of work referred to in clause 27.2(c); or
 - (c) on termination of this agreement before the end of the period specified in item D of schedule 1.
- 9.5 If You fail to make payment as required by clause 9.4, within 20 business days of receiving written notice from Us:
 - (a) You must pay Us the Interest on the amount from the date it was due, for the period it remains unpaid; and
 - (b) the amount and Interest are recoverable by Us as a debt due to Us by You.
- 9.6 If any Asset is lost, damaged or destroyed, You must, unless We first agree otherwise in writing, ensure that the owner of the Asset reinstates the Asset, including use of the proceeds of insurance, and this clause 9 continues to apply to the reinstated Asset. Any surplus from the proceeds of the insurance must be notified to Us and used and accounted for as Funding under this agreement.
- 9.7 We may require the owner of an Asset to deal with the Asset as agreed in writing with Us:
 - (a) if We reduce the scope of this agreement under clause 27; or
 - (b) on termination of this agreement before the end of the period specified in item D of schedule 1.
- 9.8 On completion of the Project We may, at Our sole discretion, require by direction in writing that the owner of an Asset makes the Asset available for inclusion in any subsequent agreement supporting the NCRIS Research Capability.

10 Insurance

- 10.1 You must, for as long as any obligations remain in connection with the Project, have insurance as specified in item K of schedule 1.
- 10.2 When requested, You must provide Us, within 10 business days of the request, with evidence satisfactory to Us that You have complied with Your obligation to insure.

11 Liaison and Monitoring

- 11.1 You must:
 - (a) liaise with and provide information to the Programme Delegate, or a person nominated by the Programme Delegate, as reasonably required by the Programme Delegate;

- (b) comply with all reasonable requests, directions, or monitoring requirements received from the Programme Delegate; and
- (c) liaise and cooperate with and assist Us in any review or other evaluation that We undertake during the term of this agreement and two years after the Completion Date.

12 Reporting

12.1 You must provide to Us progress Reports at the times and in the manner stated in item L of schedule 1 of Your progress in undertaking the Project.

12.2 You must provide Us with:

- (a) a certificate that all Funding received was expended for the Project and in accordance with this agreement;
- (b) an audited detailed statement of income and expenditure in respect of the Funding, which must include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of Your account referred to in clause 4.1;
- (c) an audit statement that the Funding was expended for the Project and in accordance with this agreement.

12.3 The certificate referred to in clause 12.2(a) and the audits referred to in clause 12.2(b) and (c) must:

- (a) contain the details, if any, described in item L of schedule 1;
- (b) be provided to the Programme Delegate within one month (or other period specified in item L of schedule 1) of the end of the Project Period; and
- (c) at the other times specified in item L of schedule 1, if any.

12.4 The certificate referred to in clause 12.2(a) must be provided by the person specified in item L of schedule 1 or, if no person is specified, by Your chief executive officer, chief internal auditor or board member.

12.5 Subject to clause 12.6, the audits referred to in clause 12.2(b) and (c) must:

- (a) comply with the Australian Auditing Standards; and
- (b) be carried out by a person who is:
 - (i) registered as a company auditor under the *Corporations Act 2001*, or a member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and
 - (ii) not a principal, member, shareholder, officer or employee of You (Your holding company or a subsidiary of You or Your holding company).

12.6 If You are audited by the Auditor-General or a State or Territory Auditor-General:

- (a) for the entire term of this agreement; and
- (b) the Funding is included in the income and expenditure which is subject to the audit,

then, instead of the certificate and audits referred to in clause 12.2, You may provide Us with:

- (i) a detailed statement of income and expenditure for the Funding, which must include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of Your account referred to in clause 4.1; and
- (ii) a statement that the Funding was expended for the Project and in accordance with this agreement.

12.7 The statements referred to in clause 12.6(i) and (ii) must

- (a) be certified by:
 - (i) Your chief executive officer; and
 - (ii) the senior executive officer employed by You who has primary responsibility for managing Your audit functions; and
- (b) be delivered at the times and in the manner specified in clause 12.3.

13 Commonwealth Material

13.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this agreement and in accordance with any conditions or restrictions specified in item M of schedule 1.

13.2 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this agreement.

13.3 You may retain or destroy all Commonwealth Material remaining in Your possession at the end of this agreement, unless otherwise specified in item M or item O of schedule 1.

14 Project Material

14.1 Subject to this clause 14, ownership and Intellectual Property Rights in Project Material vest immediately in You.

14.2 You grant to Us a permanent, irrevocable, free, world wide, non-exclusive licence to use, reproduce, adapt and exploit the Intellectual Property Rights in Reports and Annual Business Plans for any purpose.

14.3 If a third party has Intellectual Property Rights in existing Material incorporated or supplied with Reports or Annual Business Plans, You must arrange for the grant to Us of a licence in the same terms as set out in clause 14.2.

14.4 You must, if requested by Us to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 14.

14.5 You warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Reports and Annual Business Plans in accordance with this clause 14;

14.6 If requested by Us, You must provide Us with a copy of the Project Material in the form requested by Us.

15 Disclosure of Information

- 15.1 Subject to clause 15.5,
- (a) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
 - (b) We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.
- 15.2 In giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party agrees to comply with the conditions.
- 15.3 We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.
- 15.4 If You receive a request under clause 15.3, You must promptly arrange for all undertakings to be given.
- 15.5 The obligations on the parties under this clause 15 will not be breached if information:
- (a) is disclosed by Us to the responsible Minister;
 - (b) is disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (c) is authorised or required by law to be disclosed; or
 - (d) is in the public domain otherwise than due to a breach of this clause 15.
- 15.6 Nothing in this clause 15 limits Your obligations under clause 16 or clause 18.

16 Protection of Personal Information

- 16.1 You agree:
- (a) to comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this agreement, as if You were an agency as defined in the Privacy Act; and
 - (b) to deal with Personal Information received, created or held by You for the purposes of this agreement only to fulfil Your obligations under this agreement and in accordance with any conditions or restrictions specified in item O of schedule 1.
- 16.2 An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this agreement:
- (a) is authorised by this clause 16 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code (as defined in the Privacy Act) that applies to You or the subcontractor; but
 - (b) is subject to the other obligations in this agreement including this clause 16.
- 16.3 In this clause 16, "received" includes "collected".

17 Records

- 17.1 You must make full and accurate Records of the conduct of the Project including progress against the Milestones (if any), the receipt and use of Funding, the acquisition of Assets and the creation of Intellectual Property Rights in Project Material.
- 17.2 Subject to Your obligations under clause 16, Records must be retained by You for 7 years after the end of the Project Period.

18 Access to Premises and Records

- 18.1 You must at all reasonable times give the Auditor-General, the Privacy Commissioner, the Programme Delegate, a member of the National Investigations Unit in the Department on production of photo identification, or any person authorised in writing by the Secretary:
- (a) reasonable access to:
 - (i) Your employees;
 - (ii) premises occupied by You;
 - (iii) Material; and
 - (b) reasonable assistance to:
 - (i) inspect the performance of the Project;
 - (ii) to locate and inspect Material;
 - (iii) make copies of Material and remove those copies,relevant to the Project.
- 18.2 The rights referred to in clause 18.1 are subject to:
- (a) the provision of reasonable prior notice to You; and
 - (b) Your reasonable security procedures.
- 18.3 If a matter is being investigated which, in the opinion of a member of the National Investigations Unit in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 18.2(a) will not apply.
- 18.4 The requirement for access specified in clause 18.1 does not in any way reduce Your responsibility to perform Your obligations under this agreement.

19 Indemnity

- 19.1 You agree to indemnify Us against any:
- (a) loss or liability incurred by Us;
 - (b) loss of or damage to Our property; or
 - (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Us;
- as a result of:
- (i) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with this agreement, where there was

- fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (ii) any use or disclosure by You, Your officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this agreement; or
- (iii) any claims by third parties about the ownership of Intellectual Property Rights in Reports or Annual Business Plans.

19.2 Your liability to indemnify Us under this clause 19 will be reduced proportionately to the extent that any fault on Our part, or breach of clause 15 by Us, contributed to the relevant loss, damage, expense, or liability.

19.3 Our right to be indemnified under this clause 19 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

19.4 In this clause 19, “fault” means any negligent or unlawful act or omission or wilful misconduct.

20 Conflict of Interest

20.1 You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this agreement.

20.2 If during the term of this agreement, a Conflict arises, or is likely to arise, You must:

- (a) immediately notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;
- (b) make full disclosure to Us of all relevant information relating to the Conflict; and
- (c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

20.3 If You fail to notify Us under this clause 20, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this agreement under clause 28.

21 Negation of Employment, Partnership and Agency

21.1 You will not, by virtue of this agreement, be or for any purpose be deemed to be Our employees, partners or agents.

21.2 You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents.

22 Entire Agreement, Variation and Severance

22.1 This agreement records the entire agreement between the parties in relation to its subject matter.

22.2 Except for action We are expressly authorised to take elsewhere in this agreement, no variation of this agreement is binding unless it is agreed in writing and signed by the parties.

22.3 If a court or tribunal says any provision of this agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

23 Waiver

23.1 If either party does not exercise (or delays in exercising) any rights under this agreement, that failure or delay does not operate as a waiver of those rights.

23.2 A waiver by either party of any rights does not prevent the further exercise of any right.

23.3 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 the written waiver.

23.4 In this clause 23, 'rights' means rights or remedies provided by this agreement or at law.

24 Assignment and Novation

24.1 You must not assign Your rights under this agreement without prior written approval from Us.

24.2 You agree not to negotiate with any other person to enter into an arrangement that will require novation of this agreement without first consulting Us.

25 Incorporation

25.1 If You are a body corporate, You warrant that Your constitution is not inconsistent with this agreement.

25.2 You must notify Us if You intend to amend Your constitution in a way which affects Your ability to comply with this agreement.

25.3 If You alter Your constitution in a way which affects Your ability to comply with this agreement, We may terminate this agreement under clause 28.

26 Dispute Resolution

26.1 Subject to clause 26.3, the parties agree not to commence any legal proceedings in respect of any dispute arising under this agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 26 has been used.

26.2 The parties agree that any dispute arising during the course of this agreement is dealt with as follows:

- (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute through direct negotiation by persons

- (c) who they have given authority to resolve the dispute;
the parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

if:

- (i) there is no resolution of the dispute;
- (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

26.3 This clause 26 does not apply if:

- (a) either party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by Us under clauses 5, 18, 27 or 28; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

26.4 Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under this agreement.

27 Termination With Costs and Reduction

27.1 We may, at any time by written notice to You, terminate this agreement in whole or reduce the scope of this agreement without prejudice to the rights, liabilities, or obligations of either party accruing prior to the date of termination. If this agreement is terminated or reduced in scope We will only be liable for:

- (a) payments under the payment provisions of this agreement that were due before the effective date of termination; and
- (b) subject to clauses 27.3 and 27.4, any reasonable costs incurred by You and directly attributable to the termination or partial termination of this agreement.

27.2 Upon receipt of a notice of termination or reduction in scope You must:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Project Material; and
- (c) continue work on any part of the Project not affected by the notice.

27.3 If there is a reduction in scope of the obligations under this agreement, Our liability to pay any part of the Funding will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this agreement.

27.4 We will not be liable to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 27 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

28 Termination For Default

- 28.1 We may immediately terminate this agreement by giving written notice to You of the termination if:
- (a) We are satisfied that any statement made in the Project Plan is incorrect, incomplete, false or misleading in a way which may have affected:
 - (i) the terms and conditions of this agreement; or
 - (ii) action taken by Us under this agreement;
 - (b) You fail to fulfil, or are in breach of any of Your obligations under this agreement (including but not limited to Your obligations under clauses 12, 20 and 25, and the achievement of the Milestones), and You do not rectify the omission or breach within 10 business days of receiving a notice in writing from Us to do so;
 - (c) You are unable to pay all Your debts when they become due;
 - (d) if You are an incorporated body:
 - (i) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
 - (ii) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
 - (iii) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
 - (iv) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity;
 - (e) if You are an individual, You become bankrupt or enter into a scheme of arrangement with creditors; or
 - (f) You cease to carry on a business relevant to the performance of the Project.

29 Compliance With Laws and Our Policies

- 29.1 You must, in carrying out Your obligations under this agreement, comply with:
- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
 - (b) any of Our policies notified by Us to You in writing,
- including those listed in item P of schedule 1.
- 29.2 In particular, You must ensure that when conducting or permitting the conduct of research at any NCRIS Facility, You and all users of the NCRIS Facility strictly observe and comply in every respect with all applicable Commonwealth, State and Territory legislation relating to biological, ethical or radiation safeguards and all ethics, codes and guidelines adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator and all other relevant regulatory agencies operating in Australia, being legislation, codes and guidelines in force at any time and from time to time during the term of this agreement.
- 29.3 Subject to clause 29.5, You must nominate to Us one or more higher education institution(s) or Commonwealth or State research organisations with a relevant ethics

committee constituted in accordance with the legislation, codes and guidelines referred to in clause 29.2, to oversee all ethical clearances which may be required under that legislation, codes and guidelines.

- 29.4 If more than one ethics committee is nominated, You must indicate the respective areas of responsibility in such a way as to ensure no activity of the NCRIS Facility is overseen by more than one ethics committee.
- 29.5 Clause 29.3 only applies if You do not already have an ethics committee constituted in accordance with the legislation, ethics codes and guidelines referred to in clause 29.2.
- 29.6 When conducting or permitting the conduct of research pursuant to the field of research undertaken at Your NCRIS Facility which involves the use of ionising radiation, You must ensure that persons performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority.
- 29.7 Whenever reasonably required by Us, You must promptly furnish to Us written evidence of compliance with the requirements of clauses 29.2, 29.3, 29.4 and 29.6.
- 29.8 In clauses 29.8 to 29.13:
- (a) **'Code'** means the National Code of Practice for the Construction Industry, a copy of which appears on the Internet at www.workplace.gov.au/building ;
 - (b) **'Industry Guidelines'** means the Australian Government Industry Guidelines for the Code, revised September 2005, published by the Department of Employment and Workplace Relations, a copy of which appears on the Internet at www.workplace.gov.au/building;
 - (c) **'Project Parties'** means all contractors, subcontractors, suppliers, consultants and employees who perform work in relation to the Project including those listed in item H.1.
- 29.9 Where the Funding results in construction and building activity, subject to the financial thresholds specified in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, You must comply and ensure that the Project Parties comply with the Code and the Industry Guidelines.
- 29.10 You must ensure that:
- (a) all requests for tender in relation to the Project made by You or any of the Project Parties contain the commitment to apply the Code and Industry Guidelines as set out in the document entitled 'Indirectly Funded Projects', a copy of which appears at <http://www.dewr.gov.au/dewr/Search?search=indirectly+funded+project>
 - (b) all contracts entered into in relation to the Project by You or any of the Project Parties contain the commitment to apply the Code and Industry Guidelines as set out in the document referred to in clause 29.10(a).
- 29.11 You must maintain adequate records of Your compliance, and that of each of the Project Parties, with the Code and the Industry Guidelines. You must permit Us and

those authorised by Us, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to Your premises and records, and those of the Project Parties, to:

- (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Project and Works governed by this agreement;
 - (c) interview any person; or
 - (d) request You or any Project Party to produce a specified document within a specified period, being not less than 14 days in person, by fax or by post;
- as is necessary to allow validation of progress by You and the Project Parties in complying with the Code and the Industry Guidelines.

29.12 We and those authorised by Us may publish or otherwise disclose information in relation to compliance by You and the Project Parties with the Code and the Industry Guidelines. You must obtain the consent of the Project Parties to the publication or disclosure of information under this clause.

29.13 You must not appoint a Project Party if that appointment would constitute a breach of a sanction for a failure to comply with the Code.

30 Applicable Law and Jurisdiction

30.1 The laws of the Australian Capital Territory apply to the interpretation of this agreement.

30.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this agreement.

31 Notices

31.1 A party giving notice under this agreement must do so in writing or by Electronic Communication:

- (a) if given by You, marked for the attention of the Programme Delegate specified in item BB of schedule 2; or
- (b) if given by Us, marked for the attention of the person specified in item Q of schedule 1; and

hand delivered or sent by pre-paid post or Electronic Communication to the address specified in the schedule.

31.2 A notice given under clause 31.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 business days after the date of posting; or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

32 Survival of Clauses

32.1 These clauses survive the expiration or earlier termination of this agreement: 4, 5, 9, 11, 12, 13, 14, 15, 16, 17, 18 and 19.

32.2 Clauses 6 and 18 apply during this agreement and for 7 years from the end of this agreement.

32A Counterparts

32A.1 This agreement may be executed in any number of counterparts.

32A.2 All counterparts, taken together, will constitute one instrument.

33 Interpretation

33.1 In this agreement, unless the contrary intention appears:

'ABN' has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999*;

'Annual Business Plan' means documents as stipulated in item L of Schedule 1, and described in Attachment C;

'Asset' means any item of tangible property, purchased or created in whole or in part with the funds, which has a value of over **\$50,000** inclusive of GST;

'Auditor-General' means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

'Australian Accounting Standards' refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

'Australian Auditing Standards' refers to the standards prepared by the Auditing Standards Board of the Australian Accounting Research Foundation and generally accepted audit practices to the extent they are not inconsistent with those standards;

'Commonwealth Material' means any Material provided by Us to You for the purposes of this agreement or which is copied or derived from that Material, except for Project Material;

'Completion Date' means:

- (a) the date specified in item A of schedule 1;
- (b) if no date is specified, the day after You have done all that You are required to do under this agreement to Our satisfaction; or
- (c) if this Agreement is terminated, the date of termination.

'Conflict' refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in providing the Project to Us fairly and independently;

'Date of this Agreement' means the date written on the signature page of this agreement, and if no date or more than one date is written there, then the date on which

this agreement is signed by the last party to do so;

'Electronic Communication' has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999*;

'Funding' or **'Funds'** means the amount or amounts (in cash or kind) payable by Us under this agreement by Us as specified in item AA of schedule 2, including interest earned on that amount;

'GST' has the same meaning as it has in section 195-1 of the GST Act;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999*;

'Information Privacy Principle' has the meaning given in the Privacy Act;

'Intellectual Property Rights' includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'Interest' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953*, on a daily compounding basis;

'Interim Implementation Plan' means the Plan at Attachment B which sets out the detail of activities to be carried out in the implementation of the Project Plan for the period from execution of this Agreement to 30 June 2007.

'Material' includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

'Milestone' means a stage of completion of the Project set out in item C of schedule 1;

'NCRIS' means the National Collaborative Research Infrastructure Strategy;

'NCRIS Committee' means the expert standing committee approved by the Minister for Education, Science and Training to advise the Government on the ongoing implementation, monitoring and review of NCRIS;

'NCRIS Facility' means any organisation receiving Funding from the Programme, either directly or indirectly from Us, to provide any of the services to researchers set out in the Project Plan.

'NCRIS Investment Framework' means the "Investment Framework for the National Collaborative Research Infrastructure Strategy", dated April 2006, as described in item B.1 of schedule 1;

'NCRIS Project Plan' means the Project Plan for the NCRIS Research Capability at Attachment A;

'NCRIS Research Capability' means the research capability identified in the NCRIS Roadmap as **Integrated Biological Systems: Biological Collections – The Atlas of Living Australia**

'NCRIS Roadmap' means the "Roadmap for the National Collaborative Research Infrastructure Strategy", released in February 2006, as described in item B.1 of Schedule 1;

‘Our Confidential Information’ means information that:

- (a) is described in item N of schedule 1;
- (b) We identify, by notice in writing to You after the Date of this Agreement, as confidential information for the purposes of this agreement; or
- (c) You know or ought to know is confidential to Us.

‘Personal Information’ has the same meaning as it has in section 6 of the Privacy Act;

‘Privacy Act’ means the *Privacy Act 1988*;

‘Privacy Commissioner’ means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office;

‘Programme’ means the part of Our operations specified in item B of schedule 1 under which We are able to give the Funding to You;

‘Programme Delegate’ means the person for the time being performing the duties of the office of the Department specified in item BB of schedule 2 or any other person specified by the Secretary and notified in writing to You;

‘Project’ means the activity described in item C of schedule 1, and includes the provision of Project Material specified in that item;

‘Project Material’ means all Material:

- (a) brought into existence for the purpose of performing this agreement;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

‘Project Period’ means

- (a) the period specified in item D of schedule 1 during which the Project must be completed; or
- (b) if this agreement is terminated early, the period ending on the day on which the agreement terminates;

‘Project Plan’ means the plan at Attachment A;

‘Records’ includes documents, information and data stored by any means and all copies and extracts of the same;

‘Report’ means Project Material that is provided to Us under clause 12 for reporting purposes on matters including the use of the Funding, whether or not Milestones have been achieved, progress reports and evaluations of the Project or obligations of this agreement, as stipulated in item L of schedule 1;

‘Secretary’ means a person for the time being performing the duties of the office of Secretary to the Department and includes a person designated in writing by the Secretary to exercise any of the Secretary’s powers under this agreement;

‘Specified Acts’ means any of the following acts or omissions by or on behalf of Us:

- (a) using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship;
- (b) supplementing the Project Material with any other Material;
- (c) using the Project Material in a different context to that originally envisaged;

but does not include false attribution of authorship.

'Specified Personnel' means the personnel (whether Your employees or subcontractors), or people with specific skills, specified in item I of schedule 1 as personnel required to undertake the Project or any part of the work constituting the Project;

'Us', 'We' and 'Our' includes the Commonwealth's officers, delegates, employees and agents, and Our successors;

'You' and 'Your' includes, where the context admits, Your officers, employees, agents and subcontractors and Your successors;

'Your Confidential Information' means information that is described in item CC of schedule 2;

33.2 In this agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the other gender;
- (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (e) all references to dollars are to Australian dollars;
- (f) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (g) an uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party just because that party prepared the provision; and
- (h) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

33.3 The schedules (and annexures and documents incorporated by reference, if any) form part of this agreement.

33.4 In the event of any conflict or inconsistency between any part of:

- (a) the terms and conditions contained in the clauses of this agreement;
- (b) the schedules
- (c) the annexures, if any;
- (d) documents incorporated by reference, if any;

then the material mentioned in any one of paragraphs (a) to (d) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

SCHEDULE 1: Your Obligations

A. Term of agreement (clause 1)

A.1 The Completion Date for this agreement is 31 March 2012.

B. Programme and Guidelines (clause 2)

B.1 The Department operates a programme, the National Collaborative Research Infrastructure Strategy (NCRIS). Detailed information about the purposes of the Programme is provided on the Internet website of the Australian Government's *Backing Australia's Ability* initiative at the address:

http://backingaus.innovation.gov.au/2004/research/collab_res.htm

and on the Department's Internet website at the address:

<http://ncris.dest.gov.au/>.

B.2 The implementation of NCRIS is being guided by the NCRIS Roadmap, which outlines priority areas for investment of NCRIS funds. The NCRIS Roadmap is available from the Department's Internet website at the address:

http://www.ncris.dest.gov.au/key_documents.htm

B.3 The processes to be undertaken for the allocation of funding are set out in the NCRIS Investment Framework, which is available from the Department's Internet website at the address:

http://www.ncris.dest.gov.au/key_documents.htm

C. Project (clause 2)

C.1 Project Objectives

The objectives of the Project are to:

- establish, operate and/or provide access to *The Atlas of Living Australia* described in the NCRIS Project Plan set out at Attachment A;
- offer universal, free and open access to the research infrastructure provided through *The Atlas of Living Australia* to researchers undertaking research in the NCRIS Research Capability; and
- establish, operate and/or provide access to the research infrastructure provided through *The Atlas of Living Australia* in accordance with the NCRIS Principles set out in section one of the NCRIS Roadmap and shown below:
 - Australia's investment in research infrastructure should be planned and developed with the aim of maximising the contributions of the research and development system to economic development and social wellbeing;
 - Infrastructure resources should be focussed in areas where Australia is, or has the potential to be, world-class (in both discovery and application driven research) and provide international leadership;
 - Major infrastructure should be developed on a collaborative, national, non-exclusive basis. Infrastructure funded through NCRIS should serve the research and innovation system broadly, not just the host/funded institutions. NCRIS funding should encourage collaboration and co-

investment among universities, government, independent and private sector research organisations. It should not be the function of NCRIS to support institutional level (or small-scale collaborative) infrastructure;

- Access is a critical issue in the drive to optimise Australia’s research infrastructure. In terms of NCRIS funding there should be as few barriers as possible to accessing major infrastructure for those undertaking meritorious research;
- Due regard should be given to the whole-of-life costs of major infrastructure, with funding available for operational costs where appropriate; and
- The Strategy should seek to enable the fuller participation of Australian researchers in the international research system.

The Milestones to be achieved by You are specified in the Interim Implementation Plan at Attachment B and in the subsequent Annual Business Plans described in Attachment C.

C.2 Project description including Project Material

The Project seeks to achieve the Programme’s objectives by establishing, operating, and providing access to *The Atlas of Living Australia* that will deliver the following research infrastructure:

- **Framework:** an electronic infrastructure capable of ensuring data mobilisation, data integration, and data access (website/portal) and analysis
- **Tools:** for data discovery, validation, retrieval, visualization

The Framework and Tools will provide the mechanism to access Content which will be contributed by participants to the Project:

- **Content:** a distributed network of data built on the combined scientific resources and expertise of Australia’s museums, herbaria, universities, and agricultural and other research collections that is sufficient in size, breadth and quality as to facilitate research efforts.

You are responsible for:

- ensuring that the Project Plan at Attachment A is implemented;
- ensuring that the Subcontractors and other Project participants provide the resources and perform the activities required by this Agreement and specified in the Project Plan; and
- providing us with the Annual Business Plans and Reports required by this Agreement.

Full descriptions of the research infrastructure and the Project as a whole, are at Attachment A.

The research infrastructure will be managed in accordance with the provisions set out in Attachment A, and offer access as set out in Attachment A.

C.3 Budget

Table 1 outlines the total resources that will be applied to the Project, including the

Funding.

You may use the Funding towards the costs specified in Attachment A that You, or the Subcontractors, have incurred prior to the date of this Agreement if we determine in Our sole opinion, that such prior expenditure was for the activities set out in Attachment A and is not inconsistent with any of the requirements of this agreement.

Table 2 shows the contributions to be made by each participant organisation including the projected temporal profile. You are responsible for ensuring that all the cash and in-kind contributions specified in Table 2 are provided by the participant organisations.

Table 1: Summary of the overall contributions to the Project

		2006-07	2007-08	2008-09	2009-10	2010-11	TOTAL
CASH							
NCRIS		1,472,000	1,819,000	1,951,000	1,548,000	1,443,000	8,233,000
Cash contribution							
IN-KIND							
Non-NCRIS		1,950,000	1,450,000	950,000	950,000	912,500	6,212,500
Cash contribution							
In-kind contribution		4,175,243	4,182,081	4,189,194	4,196,539	3,597,698	20,340,755
TOTAL	Cash	1,472,000	1,819,000	1,951,000	1,548,000	1,443,000	8,233,000
	In-kind	6,125,243	5,632,081	5,139,194	5,146,539	4,510,198	26,553,255
	Total	7,597,243	7,451,081	7,090,194	6,694,539	5,953,198	34,786,255

Table 2: Summary of the projected contributions to be made by each participant organisation (other than from NCRIS funds).

Participant	Contrib.	2006-07	2007-08	2008-09	2009-10	2010-11	TOTAL
CSIRO	Cash	500,000	500,000	500,000	500,000	500,000	2,500,000
	Cash	500,000	500,000	500,000	500,000	0	2,000,000
	(CERF) In-kind	708,243	715,081	722,194	729,539	737,698	3,612,755
	Total	1,708,243	1,715,081	1,722,194	1,729,539	1,237,698	8,112,755
Australian Museum	Cash	100,000	100,000	100,000	100,000	100,000	500,000
	In-kind	400,000	400,000	400,000	400,000	400,000	2,000,000
	Total	500,000	500,000	500,000	500,000	500,000	2,500,000
Museum Victoria	Cash	100,000	100,000	100,000	100,000	100,000	500,000
	In-kind	850,000	850,000	850,000	850,000	850,000	4,250,000
	Total	950,000	950,000	950,000	950,000	950,000	4,750,000
Queensland Museum	Cash	100,000	100,000	100,000	100,000	100,000	500,000
	In-kind	78,000	78,000	78,000	78,000	78,000	390,000
	Total	178,000	178,000	178,000	178,000	178,000	890,000
Tasmanian Museum & Art Gallery	Cash	70,000	70,000	70,000	70,000	70,000	350,000
	In-kind	80,000	80,000	80,000	80,000	80,000	400,000
	Total	150,000	150,000	150,000	150,000	150,000	750,000
University of Adelaide	Cash	30,000	30,000	30,000	30,000	30,000	150,000
	In-kind	18,000	18,000	18,000	18,000	18,000	90,000
	Total	48,000	48,000	48,000	48,000	48,000	240,000
Southern Cross University	Cash	50,000	50,000	50,000	50,000	12,500	212,500
	In-kind	145,000	145,000	145,000	145,000	38,000	618,000
	Total	195,000	195,000	195,000	195,000	50,500	830,500
Victoria Dept of Prim Ind AVH [†]	Cash	0	0	0	0	0	0
	In-kind	75,000	75,000	75,000	75,000	57,000	375,000
	Total	75,000	75,000	75,000	75,000	75,000	375,000
AVH [†]	Cash	500,000	500,000	0	0	0	1,000,000
	In-kind	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
	Total	1,500,000	1,500,000	1,000,000	1,000,000	1,000,000	6,000,000
DEWR / ABRS [‡]	Cash	0	0	0	0	0	0
	In-kind	321,000	321,000	321,000	321,000	321,000	1,605,000
	Total	321,000	321,000	321,000	321,000	321,000	1,605,000
DAFF / APPD [#]	Cash	500,000	0	0	0	0	500,000
	In-kind	0	0	0	0	0	0
	Total	500,000	0	0	0	0	500,000
TOTAL		6,125,243	5,632,081	5,139,194	5,146,539	4,510,198	26,553,255

AVH – Australian Virtual Herbarium

[‡] DEWR / ABRS – Department of Environment and Water Resources / Australian Biological Resources Study[#] DAFF/APPD – Department of Agriculture, Fisheries and Forestry / Australian Plant Pest Database

D. Project Period (clause 2)

D.1 The Project commences on the Date of this Agreement and must be completed by 30 June 2011.

E. Invoice Requirements (clause 3)

- E.1 Invoices forwarded by You must be correctly addressed and include the:
- (a) title of Project;
 - (b) Your name and ABN;
 - (c) name of Programme Delegate;
 - (d) agreement number or date of execution;
 - (e) fees and expenses to be invoiced (including a description of the deliverables or milestones that the invoice relates to); and
 - (f) bank account details for payment of the invoice by electronic funds transfer.
- E.2 Where the invoice relates to a taxable supply made under this agreement the invoice must comply with the requirements for a tax invoice, as defined in the GST Act.

F. Bank Accounts (clause 4)

F.1 Not applicable

G. Acknowledgement and Publication (clause 6)

G.1 In all of Your, or Your subcontractors, relevant publications, promotional materials, activities and statements, You or your subcontractors must acknowledge that the Project is an initiative of the Australian Government being conducted as part of the National Collaborative Research Infrastructure Strategy.

H. Subcontractors (clause 7)

H.1 The following subcontractors are approved to undertake work on the Project on the terms and conditions set out:

Name of Subcontractor	Condition of Approval
nil	

I. Specified Personnel (clause 8)

I.1 The following Specified Personnel are required to undertake the work set out below:

Skills Required	Name, if applicable	Details of Work
Independent, strategic leadership and oversight experience.	Dr Joanne Daly	Chair of the <i>Atlas of Living Australia</i> Management Committee
Strategic leadership, experience managing a research organisation,	Dr John LaSalle	Interim <i>Atlas of Living Australia</i> Project Leader or

international standing in informatics / information management		Director – oversight of design, development, management and implementation.
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J. Assets (clause 9)

J.1 The Assets that are to be acquired or created as part of the Project, using the Funding, are as follows:

Asset (Description, Serial Number [if available], [Asset No. if available])	Location (Facility and Location)	Ownership	Estimated Purchase Price In AUD	Funds for what portion of purchase price (%)?
Nil				

K. Insurance (clause 10)

K.1 You must maintain:

- (a) workers' compensation insurance for an amount required by the relevant State or Territory legislation; and
- (b) public liability insurance for \$10,000,000 (ten million dollars) or more per claim.

L. Reporting and Annual Business Plans (clause 12)

L.1 You must provide an Annual Business Plan that is acceptable to Us in advance of each financial year of operation. The content of Annual Business Plans is set out in Attachment C which you must provide in a format agreed by Us. You must provide the following Annual Business Plans to Us on the due dates set out below:

Details of Annual Business Plan	Due Date
Annual Business Plan 1	by 30 June 2007
Annual Business Plan 2	by 31 March 2008
Annual Business Plan 3	by 31 March 2009
Annual Business Plan 4	by 31 March 2010

We will consider each Annual Business Plan, and, taking into account advice received from the NCRIS Committee, approve the Annual Business Plan or commence negotiations on changes to the content of the Annual Business Plan either (1) by 15 May in the year the Annual Business Plan is lodged, or (2) within forty-five (45) days of the lodgement of the Annual Business Plan with Us, whichever is the later.

L.2 You must provide Progress Reports and a Final Report that are acceptable to Us. The content of Progress Reports and the Final Report is set out in Attachment D which you must provide in a format agreed by Us. The Reports must be provided to Us on the due dates set out below:

Details of Report	Due Date
Progress Report 1	by 30 September 2007
Progress Report 2	by 30 September 2008
Progress Report 3	by 30 September 2009
Progress Report 4	by 30 September 2010
Final Report	by 30 September 2011

M. Commonwealth Material (clause 13)

M.1 Not applicable.

N. Our Confidential Information (clause 15)

N.1 Not applicable.

O. Protection of Personal Information (clause 16)

O.1 No additional obligations.

P. Compliance with Laws and Policies (clause 29)

P.1 You acknowledge that:

- (a) You may have obligations under the Equal Opportunity for Women in the *Workplace Act 1999* and You must comply with those obligations;
- (b) Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (c) giving false or misleading information is a serious offence under the *Criminal Code*;
- (d) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this agreement (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;
- (e) in respect of data, including personal information, held in connection with this agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this agreement is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
- (f) You are aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (g) You are aware of Your obligations under Part 4 of the Charter of United Nations Act 1945 and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002;

Note: more information about the Charter of United Nations Act and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations is available at http://www.dfat.gov.au/icat/freezing_terrorist_assets.html.

- (h) You may be subject to the provisions of the *Trade Practices Act 1974* and the *Archives Act 1983*.

P.2 You must:

- (a) when using Our premises or facilities (including information systems), comply with Our reasonable directions and procedures relating to occupational health, safety;
- (b) ensure that person who will have access to official secrets within the meaning of section 79 of the *Crimes Act 1914* signs an acknowledgment that he or she is aware of the provisions of that section.
- (c) when dealing with Your employees, You must comply with Our policies on employment, including the *Workplace Relations Act 1996*, and obligations under relevant occupational health and safety laws.

Q. Notices (clauses 8 and 31)

Q.1 The person who can accept notices for You is:

Administrative/Legal

Name: Linda Leavitt – Contracts Manager

Office Address: CSIRO Entomology
Clunies Ross Street
Black Mountain
ACT 2601

Postal Address: GPO Box 1700
Canberra
ACT 2601
AUSTRALIA

Fax: 02 6246 4030

Phone: 02 6246 4094

Email: linda.leavitt@csiro.au

Technical/Project Plan

Name: Dr John La Salle (would be replaced by the *Atlas of Living Australia* Director when he or she is appointed)

Office Address: CSIRO Entomology
Clunies Ross Street
Black Mountain
ACT 2601

Postal Address: GPO Box 1700
Canberra
ACT 2601
AUSTRALIA

Fax: 02 6246 4264

Phone: 02 6246 4262

Email: john.lasalle@csiro.au

SCHEDULE 2: Our Obligations

AA. Funding (clause 3)

AA.1 The total Funding for the Project is \$8,233,000, payable by the following instalments:

Amount	Payable
\$1,472,000	On the meeting of the following two milestones as determined by the Programme Delegate in her sole opinion. Milestone 1. ALA Management Committee: Formation and initial meeting of the ALA Management Committee, agreement on terms of reference, election of a Chair and selection of a representative for the Integrated Biological Systems Steering Committee. Milestone 2. On the initiation of the selection process for the appointment of the ALA Director and Project Officer.
\$1,819,000	On provision of Progress Report 1 by the date specified in item L2 of schedule 1, showing satisfactory performance against the Interim Implementation Plan as determined by the Programme Delegate in her sole opinion.
\$1,951,000	On provision of Progress Report 2 by the date specified in item L2 of schedule 1, showing satisfactory performance against the agreed Annual Business Plan 1 as determined by the Programme Delegate in her sole opinion.
\$1,548,000	On provision of Progress Report 3 by the date specified in item L2 of schedule 1, showing satisfactory performance against the agreed Annual Business Plan 2 as determined by the Programme Delegate in her sole opinion.
\$1,443,000	On provision of Progress Report 4 by the date specified in item L2 of schedule 1, showing satisfactory performance against the agreed Annual Business Plan 3 as determined by the Programme Delegate in her sole opinion.

AA.2 GST is not included in the Funding in accordance with paragraph 9-15(3)(c) of the GST Act as explained in Goods and Services Tax Ruling (GSTR) 2006/11.

AA.3 Subject to acceptance by Us in our sole opinion that the relevant Progress Reports represent satisfactory performance in the conduct of the Project, the date for payment is 30 days after delivery of a correctly rendered invoice to Us and after delivery of the Project or part of the Project to which the payment relates.

BB. Programme Delegate (clauses 11 and 31)

BB.1 The Programme Delegate is:

Name: Ms Anne-Marie Lansdown

Office Address: 220 Northbourne Avenue, Braddon, ACT, 2612

Postal Address: GPO Box 9880, Canberra, ACT, 2601

Fax: (02) 6123 6018

Phone: (02) 6229 4162

Email: anne-marie.lansdown@dest.gov.au

Your Confidential Information (clause 15)

BB.2 Not applicable

THIS AGREEMENT is made on the _____ day of _____
SIGNED for and on behalf of _____)
THE COMMONWEALTH OF AUSTRALIA _____)
by Dr Evan Arthur _____)
the Group Manager _____)
of Innovation and Research Systems Group _____)
of the Department of Education, Science _____)
and Training _____).....

In the Presence of:

.....
WITNESS

.....
Full name and occupation or profession of witness (Please print)

SIGNED BY _____)
_____)
_____)
Dr Mark Lonsdale _____)
Acting Chief, CSIRO Entomology _____)
Commonwealth Scientific Industrial and Research Organisation _____)
.....

In the Presence of:

.....
WITNESS

.....
Please print full name and occupation or profession of witnesses above.

ATTACHMENT A

ATLAS OF LIVING AUSTRALIA (ALA) - PROJECT PLAN

1. PROJECT OVERVIEW

1.1 Objectives of the Project

The Objectives of this Project are set out in item C.1 of Schedule 1. To reiterate they are to:

- establish, operate and/or provide access to *The Atlas of Living Australia* described in this NCRIS Project Plan;
- offer universal, free and open access to the research infrastructure provided through *The Atlas of Living Australia*; and
- establish, operate and/or provide access to the research infrastructure provided through *The Atlas of Living Australia* in accordance with the NCRIS Principles set out in section one of the NCRIS Roadmap.

1.2 Implementation principles

NCRIS Principles

CSIRO and the participating organisations must endeavour to establish, operate and/or provide access to the electronic infrastructure, data resources and tools that comprise *The Atlas of Living Australia* in a manner which:

- takes into account the long-term strategic requirements of relevant research disciplines and those stakeholders who rely on biological collections data;
- enhances national and international research collaboration in biological and biodiversity research;
- provides leading-edge research capability for relevant disciplines and seeks to support excellence in science;
- provides for merit-based access to the facilities in accordance with the norms and expectations of the biological and biodiversity research communities;
- has a strong emphasis on service provision to the biological and biodiversity research communities; and
- has a strong emphasis on the effective use and management of data resources.

Principles specific to the Project

The Project will meet the needs of the biological and biodiversity research communities and deliver high quality information to a wide variety of end users, by ensuring that *The Atlas of Living Australia* will:

- be based on state of the art technology, and international ‘best practice’ standards for biological data management and information delivery using non proprietary solutions for existing and future data, incorporate strategic replication and redundancy to ensure system resilience and responsiveness;
- be a dynamic system that can grow to accommodate new forms of data, and have the flexibility to adapt to new technologies as they are developed;
- employ a suitably qualified leader in information management to act as project leader to manage the commitment by all partners to share their data, and to ensure necessary

- outcomes;
- interact with overarching national initiatives around data management and sharing to ensure that the *Atlas* platform is compatible with national platforms;
- interact with other information management initiatives at the global and international level to leverage cost sharing through collaboration;
- add value to each step of the Biodiversity data → biodiversity information → biodiversity knowledge continuum;
- operate across the Integrated Biological Systems capability area to ensure that the *Atlas* platforms are universally capable of managing and delivering relevant data to end users; and
- make effective use of a Management Committee and the Integrated Biological Systems Steering Committee to ensure that a wide perspective on direction and activities is incorporated.

1.3 Context and scope of the Project

Context

The Project has arisen from the process to identify Australia's strategic infrastructure priorities conducted by the NCRIS Committee in 2005 and 2006. That process recognised, amongst other things, that key areas for investment included:

- databasing and linkage of existing animal, plant, invertebrate and microbial collections, along with provision of associated informatics capabilities;
- provision for Australia's participation in other international programmes such as GBIF (Global Biodiversity Information Facility) and CBOL (Consortium for the Barcode of Life) be evaluated as part of the proposal development.

The work of identifying specific priorities for further investment, and a strategy for implementing them, was carried forward in the NCRIS Investment Plan for an *Integrated Biological Systems* capability (IBS). *The Atlas of Living Australia* is one of the interrelated components of the IBS capability.

The interrelated components of the IBS capability are:

a) *The Australian Phenomics Network (APN) – Lead Agency: The Australian National University*

The Australian Phenomics Network will provide a world-class network of mouse production, cryopreservation, phenotyping, documentation, distribution and databasing facilities that will remove current barriers, such as cost and accessibility, to making sophisticated mouse models of human and animal disease available for medical and other research groups in Australia.

b) *The Australian Plant Phenomics Facility (APPF) – Lead Agency: The University of Adelaide*

The Australian Plant Phenomics Facility will be established as a two node facility distributed between The University of Adelaide (UA) and CSIRO Plant Industry/The Australian National University (ANU). The objective is for the two nodes to provide state-of-the-art capabilities for plant phenotyping (offering controlled environments, field-based plant growth monitoring, and high throughput robotics, automated imaging and computing technologies), integrated with the ongoing adaptation and application of emerging phenomics measurement

technologies.

c) *The Atlas of Living Australia (ALA)* – Lead Agency: CSIRO

The *Atlas of Living Australia* will be a unique informatics platform that underpins the IBS capability. The ALA will be an authoritative, freely accessible, distributed and federated biodiversity data management system that links Australia’s biological knowledge with its scientific reference collections and other custodians of biological information.

Scope

The project will provide for the building of a research information infrastructure, accessed through *The Atlas of Living Australia*, which will bring together a broad array of biodiversity collections data, environmental variable data and tools from which a user can seek information on the identity and distribution of biodiversity.

The ALA will be an authoritative, freely accessible, distributed and federated biodiversity data management system that links the country’s biological knowledge with its scientific reference collections and other custodians of biological information.

The ALA will serve as a research facility for taxonomy, systematics and biological collections management, and meet the purposes of a very wide user base by:

- providing tools for data discovery, validation, retrieval, visualization and analysis to suit the needs of all who are engaged in research and management of the Australian biota and the landscapes, terrestrial, fresh water and marine, in which they exist;
- presenting the data associated with the biological specimens held in Australia’s biological collections (animal, plant and microbial);
- acting as a portal for information about species including diagnostic character sets, ecological and observational data on organisms and ecosystems and for DNA and gene sequence information about organisms;
- providing an efficient mechanism to speed access to the location of specimens, cultures, and DNA essential for research and applications;
- including data on the specimens currently held in collections and providing the framework for the capture of future biological data collection.

The principal functionalities required of *The Atlas* are:

- to enable Australian researchers to search, via the internet, authoritative and scientifically verifiable data, through a single portal that gives access to a distributed network of biological data held in a wide range of institutions;
- to provide universal and free access to biodiversity information under the international umbrellas of the *Convention on Biological Diversity* and the *Global Biodiversity Information Facility*, as well as national data-sharing agreements between Commonwealth, State and Territory governments;
- to develop or provide links to key tools for data discovery, cleansing, curation and analysis; and
- to provide the foundation for biological research, environmental decision-making, land management, education in the living sciences and public enquiry into the nature and extent

of the Australia biota.

Coordination

The Atlas will be integrally linked with key international initiatives such as *Global Biodiversity Information Facility* (GBIF). One of the roles of the Atlas will be to pay the subscription to GBIF on behalf of the Australian Government. Membership of GBIF allows Australian representatives to serve on GBIF committees and therefore contribute to and obtain access to international activities in the Biological Information field. The Atlas will also incorporate the Australian portal to GBIF, the *Australian Biodiversity Information Facility* (ABIF). Another important international initiative which the Atlas will have strong links with is the Encyclopaedia of Life (EOL). The EOL is a collaborative scientific effort led by the Field Museum of Natural History, Harvard University, Marine Biological Laboratory, Missouri Botanical Garden, Smithsonian Institution, and Biodiversity Heritage Library. The ultimate aim of the EOL is to provide an online database for all 1.8 million species now known to live on Earth – linking to initiatives such as the Atlas.

The development of *The Atlas of Living Australia* will support and be coordinated with the individual capacity areas in the NCRIS Capability – *Integrated Biological Systems*, these being:

- *The Australian Phenomics Network* (APN);
- *The National Plant Phenomics Facility* (NPPF).

The coordination of activities of the three individual capacities within *Integrated Biological Systems* will be undertaken by the Integrated Biological Systems Steering Committee. When convened, the Committee will operate independently. It will be responsible to and report primarily to its constituents, although the terms of reference will provide for it to provide advice to DEST and the NCRIS Committee. The primary role of the IBSSC will be to provide advice to its constituents regarding strategic planning for IBS research infrastructure, coordination and collaboration across the three IBS NCRIS projects, and development of joint activities of IBS facilities.

The governance and management structures of the three NCRIS IBS projects will be independent of the IBSSC. Each project will report directly to DEST in relation to their funding agreements. However, the funding agreements will require the three projects to provide certain information to the IBSSC and to consider advice from the IBSSC.

CSIRO, with the assistance of the ALA Management Committee, will coordinate with agencies implementing Capability 5.16 (*Platforms for Collaboration*) infrastructure as part of NCRIS, to determine the optimum way for *The Atlas of Living Australia* to access the necessary IT infrastructure (including servers, storage space). These negotiations will also need to consider lease arrangements or participation in a national ‘science commons infrastructure’.

1.4 Participating organisations

Participating organisations and their roles and responsibilities are described in Table A1.

Table A1: Participating organisations and their roles and responsibilities

Organisation	Role and responsibilities
CSIRO	<ul style="list-style-type: none"> • Funding Recipient through Funding Agreement with the Commonwealth Government • Receives NCRIS funding from the Commonwealth for the management and coordination of activities in accordance with Funding Agreement • Provides in-kind support for overheads associated with the governance and management role and the ALA Director • Establishes agreements with other organisations for the provision of NCRIS funding to design, establish and test research infrastructure, to perform software development, to provide data and Internet services, and to develop and integrate tools for data discovery. • Provides cash and in-kind support to populate the ALA with plant, animal and microbial records, and to establish demonstration projects.
Global Biological Information Facility (GBIF)	<ul style="list-style-type: none"> • Receives a cash subscription payment • Payment of a subscription to GBIF provides Australia a place in the development of international biological information access systems and provides access to GBIF programs including grants. This access is provided via an Australian internet node, ABIF (Australian Biological Information Facility)
Australian Museum	<ul style="list-style-type: none"> • Provides cash to populate the ALA with plant, animal and microbial records, in accordance with projects agreed by the ALA Management Committee; • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
Museum Victoria	<ul style="list-style-type: none"> • Provides cash to populate the ALA with plant, animal and microbial records, in accordance with projects agreed by the ALA Management Committee; • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
Queensland Museum	<ul style="list-style-type: none"> • Provides cash to populate the ALA with plant, animal and microbial records, in accordance with projects agreed by the ALA Management Committee;

	<ul style="list-style-type: none"> • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
Tasmanian Museum and Art Gallery	<ul style="list-style-type: none"> • Provides cash to populate the ALA with plant, animal and microbial records, in accordance with projects agreed by the ALA Management Committee; • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
University of Adelaide	<ul style="list-style-type: none"> • Provides cash to populate the ALA with plant, animal and microbial records, in accordance with projects agreed by the ALA Management Committee; • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
Southern Cross University	<ul style="list-style-type: none"> • Provides cash to populate the DNA Bank data associated with the ALA in accordance with projects agreed by the ALA Management Committee; • Provide in-kind support to generate, manage, curate, maintain and deliver data for the DNA Bank which will be used in populating the ALA.
Australian Virtual Herbarium	<ul style="list-style-type: none"> • Provides cash to populate the ALA with plant records, in accordance with projects agreed by the ALA Management Committee; • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
Australian Biological Resources Study - DEW	<ul style="list-style-type: none"> • Provides in-kind support to augment names lists for Australian Biota • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.
DAFF (APPD)	<ul style="list-style-type: none"> • Provides cash support to populate <i>The Atlas of Living Australia</i> with data on plant pests and diseases
Victorian Government Department of Primary Industries	<ul style="list-style-type: none"> • Provides in-kind support towards the generation, management, curation, maintenance and delivery of digitised collection information to populate the ALA.

1.5 Funding Arrangements

The Project Plan will be resourced through the following funding arrangements:

- Cash contributions from the NCRIS program will be paid to CSIRO through CSIRO Entomology which will manage the funds and arrange for their distribution as specified in the Funding Agreement.
- Other cash and in-kind contributions will be resourced and managed by the various operational participants, consistent with this Project Plan – the primary agreement managing these contributions will be a Participation Agreement with various custodians of biodiversity data.

1.6 Management and Implementation Arrangements

The CSIRO will enter into a single Participation Agreement with other participants. The Participation Agreement will, where appropriate, require all participants to act in accordance with the principles and procedures of the NCRIS program and this Funding Agreement and Project Plan. The Participation Agreement sets out what in-kind data contributions are being made and the associated timing, management and reporting. Ownership and access to data is covered including intellectual property, licensing, notification of access restrictions and warranty arrangements.

There are quite a number of collections of biodiversity data that are not included as participants to the Participation Agreement (ie the “rest of the collection community”). Instead they are represented by their peak bodies - Council of Heads of Australasian Herbaria (CHAH); Council of Heads of Australian Faunal Collections (CHAFC); Australian Microbial Resources Research Network (AMRRN); and Council of Australian Museum Directors (CAMD). These peak bodies will be responsible for providing letters of commitment which will endeavour to secure access to the data held by these collections – that in-kind contribution being in the order of \$6,125,000 (subject to internal budgetary availability) over the period of the project.

CSIRO will pay the subscription to the *Global Biological Information Facility*, GBIF on behalf of the Australian government, and support the interaction with GBIF through collaboration with the ALA Management Committee. This includes participation on GBIF committees as required. Access to GBIF data will be maintained via the Australian node, the *Australian Biological Information Facility*, ABIF.

2. PROJECT INFRASTRUCTURE

NCRIS funding will be applied by the lead agency and through appropriate subcontracts with other parties, to construct the framework and tools for users of *The Atlas of Living Australia*.

2.1 Deliverables of this Project

The deliverable research infrastructure comprising *The Atlas of Living Australia* will consist of three components:

- **Framework:** an electronic infrastructure capable of ensuring data mobilisation, data integration, and data access (website/portal) and analysis

- **Tools:** for data discovery, validation, retrieval, visualization

The Framework and Tools will provide the mechanism to access Content which will be contributed by participants to the Project:

- **Content:** a distributed network of data built on the combined scientific resources and expertise of Australia’s museums, herbaria, universities, and agricultural and other research collections that is sufficient in size, breadth and quality as to facilitate research efforts.

Infrastructure elements of the ALA are specified in Section 2 of this Project Plan.

The other deliverables under this Funding Agreement are:

- Governance and Management
- International Engagement

These are detailed in Section 4 (Ownership and Management) and Section 5 (Implementation Strategy and Financial Information) respectively, of this Project Plan.

The ALA in operation

The Atlas will provide access via the internet to information on the identity, taxonomy, appearance, utility, occurrence, distribution, biodiscovery and conservation of Australian plants, animals, fungi and microbes.

It will provide the e-infrastructure capacity to hold an electronic page for every species of living Australian organism – plants, animals, fungi, and microbes – accessible through a single web portal.

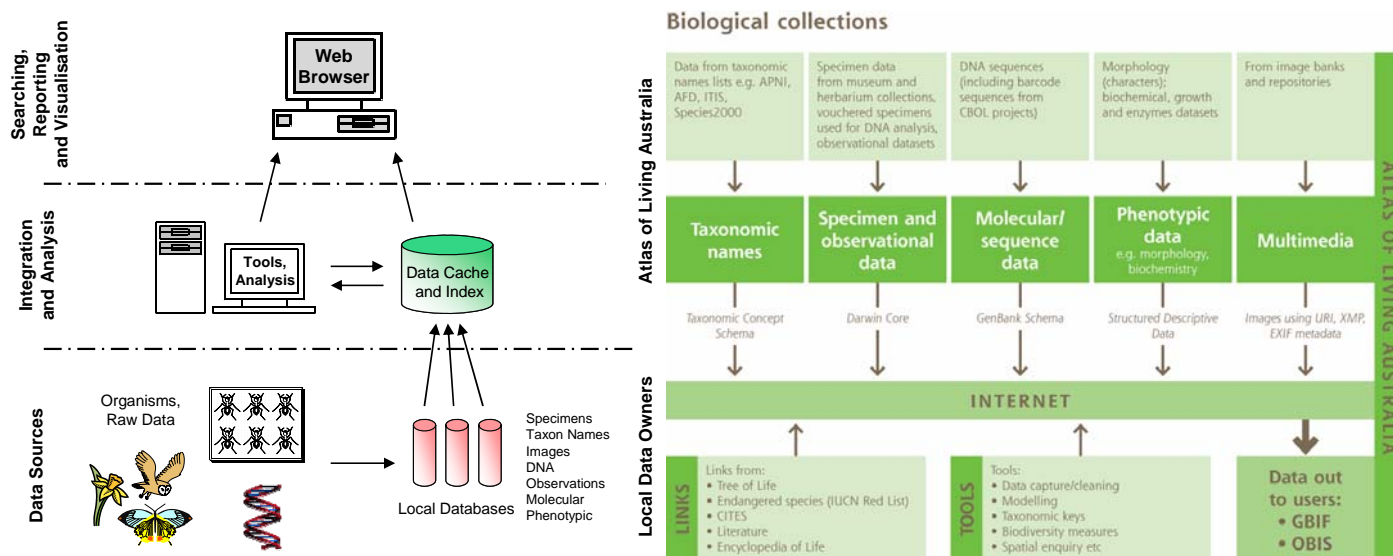
Users will have free and open access to information on the scientific and common names, distribution, images, diagnostic characteristics, DNA profiles, genomic and proteomic data, habitat and ecological relationships, and information on pest, commercial or conservation status.

Species pages will be grouped together to form chapters of related organisms. Each chapter will contain a summary of biological information for that group, notes on classification, and electronic keys to constituent taxa. Because pages will be held in a classification, information for any given taxon will immediately be available on its phylogenetic position and related organisms. The information will be delivered through holding it directly in given web pages, through linkages to other web sites, and through the ability to request data from the distributed databases held in Australian biological collections.

The Atlas is not based on a central server harvesting, managing and delivering data from remote institutions, but on a ‘biodiversity information commons’ using standard web-services architecture, with participants providing tools and data they have and using the tools and data they need. Resourcing and responsibility for curation and management of that data remains with the custodians.

2.2 Framework for the ALA

The following diagrams set out the overall framework of the Atlas of Living Australia.



Data Provision (or Mobilisation) Infrastructure

The Project will design, implement and support a distributed information platform that enables custodians of biodiversity collections (including specimens, names, molecular data, images, diagnostic character sets, taxonomic keys, etc) to participate in the ALA through provision of data using Internet services – recognising the differential capacity of participants to contribute. This will include:

- World's best practice for distributed information delivery using open source solutions wherever possible.
- Utilising, and contributing to, global standards for semantic interoperability and data access.
- A standardized appliance delivering "turn-key" implementation of a secure and robust data provider incorporating:
 - A choice of hardened operating environments;
 - All languages, libraries, interfaces, toolkits and open standards necessary for interoperability within the global networks servicing the ALA;
 - Tools for the publication and delivery of data sets in standard formats.
 - Integrated systems for change management and version control;
 - A level of documentation required to achieve and maintain certification for deployment within externally managed custodian gateways, including comprehensive Threat and Risk Assessments (TRA) for all components and their inter-operation;
 - An optional hardware platform and/or hardware certification schedule.

Data Integration Infrastructure

Cache

- Provide an automatically updateable cache for the biodiversity data sources available through the Atlas network.
- Index all providers, national and international, that hold data relevant to the Australian region and provide registry services supporting resource discovery.
- Maintain access logs and provide services for reporting, at the provider level, on data use by ALA services and all external cache usage.
- Establish mechanisms to deliver user feedback on data quality and data set suitability to ALA providers.
- Provide for cache level virtual database services.

Names Service Infrastructure

- provide infrastructure to support a taxonomic names service for the flora and fauna of Australia, including synonymies, building on existing services already under development and established nomenclatural products.
- These Name services will provide the basis for the species level focus of the ALA and provide for nomenclatural clarity and access to the underlying taxonomic detail required for decision support.
- Integration with species census data will facilitate nomenclatural access to Atlas services.
- Provide nomenclatural services to the biodiversity sector.

Data Access and Analysis Infrastructure

Website (Portal)

The Project will develop an internet portal to the Atlas network which will:

- Provide search and discovery interfaces to a broad range of data using the species concept, geographic area and Darwin Core fields as the key access points. These data will include specimens, names, molecular data, phenotypic data and multimedia objects.
- Enable presentation, provide for acceptance of, and enforce access rules for both global and provider level data use agreements.
- Provide access to cache usage statistics and portal registry services.
- Integrate links to external biodiversity information resources.
- Provide support for ALA based notification services.

2.3 Tools to support users of the ALA

The Project will develop and implement a range of tools that will be integrated into the ALA GUI. These tools will include:-:

- Search tools – enabling data discovery for name and specimen data
- Mapping tool – for data visualisation of raw data and the outputs from other tools

- Georeferencing tools, data entry tools and data validation tools
- Taxonomic keys
- A range of species and assemblage modelling tools
- Survey gap analysis tool
- Tool for calculating biodiversity measures such as species richness and endemism
- Online collaboration tools supporting upload of data and images, user comments and moderated forum discussion

These tools will

- Increase efficiency of digitizing collection data;
- Support ABIF virtual database services.
- Provide data validation and quality assurance services to both custodians and clients.
- Assist with the auditing of biodiversity data collections;
- Visualize and model biodiversity distributions;
- Simplify sophisticated spatial interrogation of provider resources.
- Provide a framework for the discovery and integration of internet based services supporting biodiversity informatics.
- Enable annotation of data sources at all levels of the information hierarchy.

A formal user needs assessment will be carried out to ascertain what tools are required and to prioritise their development. This assessment will be a combination of online surveys and focus groups.

An intensive review of existing tools will identify what related projects exist. This review will also cover international developments and standards to ensure that any ALA developments take advantage of previous work and leverage other works underway. This review will also identify existing standards that should be utilised wherever possible in the development and implementation of ALA tools.

Ongoing management and maintenance of these tools will need to be integrated with the long term maintenance of the ALA. The agency responsible for developing a particular tool could have the responsibility under long term plans – but this may need to be backed up by some form of funding.

2.4 Content of the ALA

The NCRIS Funding will be directed towards the Framework and Tools deliverables outlined above. The contributions of participating organization will form the Content with which to populate the *Atlas* infrastructure with data. This infrastructure will focus on enhancing Content through:

- mobilization of existing primary sources;
- enhancing technologies for information access, visualisation and delivery of data;
- best practices and policies for federated information systems management and governance; and
- establishing a framework for ongoing content acquisition.

Many of the specifics of the ALA data delivery infrastructure will be developed in the initial scoping of the project, and continue to be enhanced throughout the project.

Categories of data being stored, and their interrelationship

Initially, the categories of data to be exposed, together with their essential internal relationships, and points of interconnection for domain extensions (that will enable much of the content richness required by the ALA) will be as defined in the TDWG core ontology [<http://wiki.tdwg.org/twiki/bin/view/TAG/TDWGOntology>]. TDWG is an independent group which examines Biodiversity Information Standards, and scientists associated with the ALA have been involved in TDWG. These developments are still, very much, work in progress and the ALA is a significant contribution toward the realization of the TDWG goals of robust global standards and protocols for universal information access, interoperability and interchange.

Content/ data generation, management and curation.

The ALA does not extend to the generation, management and curation of information content. These capabilities remain under the control of data providers. An information infrastructure will be established to present local content in standard form and deliver these data through common protocols for both query and response. The mechanisms used to achieve this will comply with TDWG infrastructure requirements [<http://wiki.tdwg.org/twiki/bin/view/TAG/WebHome>] using globally unique identifiers (GUIDs) to manage data access and simplify the issues of data provenance, validation and maintenance within the ALA network.

Coordination with international data sets and data holders;

Coordination with international datasets will be achieved through cooperative development of emerging global standards, and compliance with existing standards, for the design and delivery of federated information systems within the biodiversity informatics domain. Our close working relationship with GBIF will help to ensure this.

Merit based access to data input or contribution processes; and

This is not a critical issue. Data delivered through the ALA will be available with free and open access. Initially, data will be provided by participating organizations, which are recognized custodians of biodiversity data. This should ensure a high level of authority. Tools will be designed to enable annotation of data sources at all levels of the information hierarchy.

Processes for coordinating the overall task of populating the Atlas.

The Atlas is envisaged as a national network of existing information providers coordinated, and indexed, through a system of common portals which, in turn, provide access to these data together with the tools and services required for information synthesis - in the hands of end users. Packaged outputs are, and will be possible, but the jewel in the Atlas vision is a framework for knowledge discovery from the information that it will make available.

The process for determining priority groups for populating the Atlas from organizations which are making in-kind contributions will be determined through the ALA Management Committee, after consultation with stakeholder groups and data custodians. The Participation Agreement will set out the contributions participating organizations will make to the population of the Atlas. Contributions by the broader collections community will be achieved through their various peak bodies, letters of commitment or even individual “data sharing/access” agreements on a case-by-case arrangement.

3. ACCESS AND PRICING

3.1 Context

The Atlas of Living Australia will provide universal and free access to biodiversity information under the international umbrellas of the *Convention on Biological Diversity* and the *Global Biodiversity Information Facility*, and in accordance with national data-sharing agreements between Commonwealth, State and Territory governments. Worldwide there is a research and management demand for increasing volumes of raw biodiversity data in real-time that is freely available.

3.2 Access

Information in *The Atlas of Living Australia* will be available through the web, without charge, to all interested parties. The Atlas will establish a portal that allows searching of all linked databases. The portal will provide hyperlinks to other relevant sites outside *The Atlas* grouping. This will enable users to integrate data across many data sources and to use a variety of web-based tools.

Information can be restricted in access at the source. This can occur when the release of information is not in the national or State interest (e.g. the location of threatened species such as the Wollemi Pine, or unconfirmed records of major crop pests). The custodians of the scientific data supporting the ALA (e.g. biological collection and research organisations) will be responsible for the provision of that primary information and for its protection, if access is to be restricted.

Information will be accepted through recognized institutions which hold biodiversity data. These could be museums, herbaria and collections (in terms of specimen data), and other recognized groups in terms of observational data.

Data in the ALA will be exposed both nationally and internationally, and through the ALA we will be able to access information and records about Australian organisms stored in overseas data sets. For the most part these will be through organizations which are members of GBIF, with whom the ALA will be closely aligned.

Users of the Atlas will be able to use the data retrieved from the Atlas freely, subject to standard restrictions such as, acknowledgement, using appropriate citations, copyright, exclusion of warranties which a collection may impose through data use licenses. The standard format used by GBIF can be used as a basis. The Participation Agreement will also set out general principles with respect to how participant providers of data will ensure access to data and which will be supplemented further by Intellectual Property and Access Guidelines developed by the ALA Management Committee. These principles include:

- *linkage* – make data available through the internet;
- *standards* – use common data specifications for biological collection units such as the global standards proposed by the Taxonomic Databases Working Group (TDWG) or the Global Biodiversity Information Facility (GBIF);
- *freely available* – make Data openly available at no or little cost to the parties and Users;
- *restrictions* – notify of any restrictions with respect to access to or use of the Data.

3.3 Pricing

While the tools developed by the web will be freely available, the Atlas will have the capacity to link to sites that charge for access to their tools (or data). In such cases, *The Atlas* project would negotiate access rights. However, responsibility for charges would reside with the provider of those tools, not *The Atlas*.

4. OWNERSHIP AND MANAGEMENT

4.1 Governance Structure

CSIRO, through CSIRO Entomology, will be the lead agency, with overall responsibility for the management and implementation of the Project, in accordance with the reporting and accountability requirements outlined in this Funding Agreement.

CSIRO Entomology will sub-contract with organisations to establish, operate and/or provide access to project infrastructure as defined by this Project Plan. Contractual arrangements between CSIRO Entomology and other parties will, where appropriate, require them to act in accordance with the principles and procedures of the NCRIS programme and this Funding Agreement and Project Plan. Other cash and in-kind contributions will be resourced and managed by the various contributing organisations, consistent with this Project Plan

The overall governance arrangements are outlined below and also highlighted in Figure 1 below.

1. CSIRO as lead agent

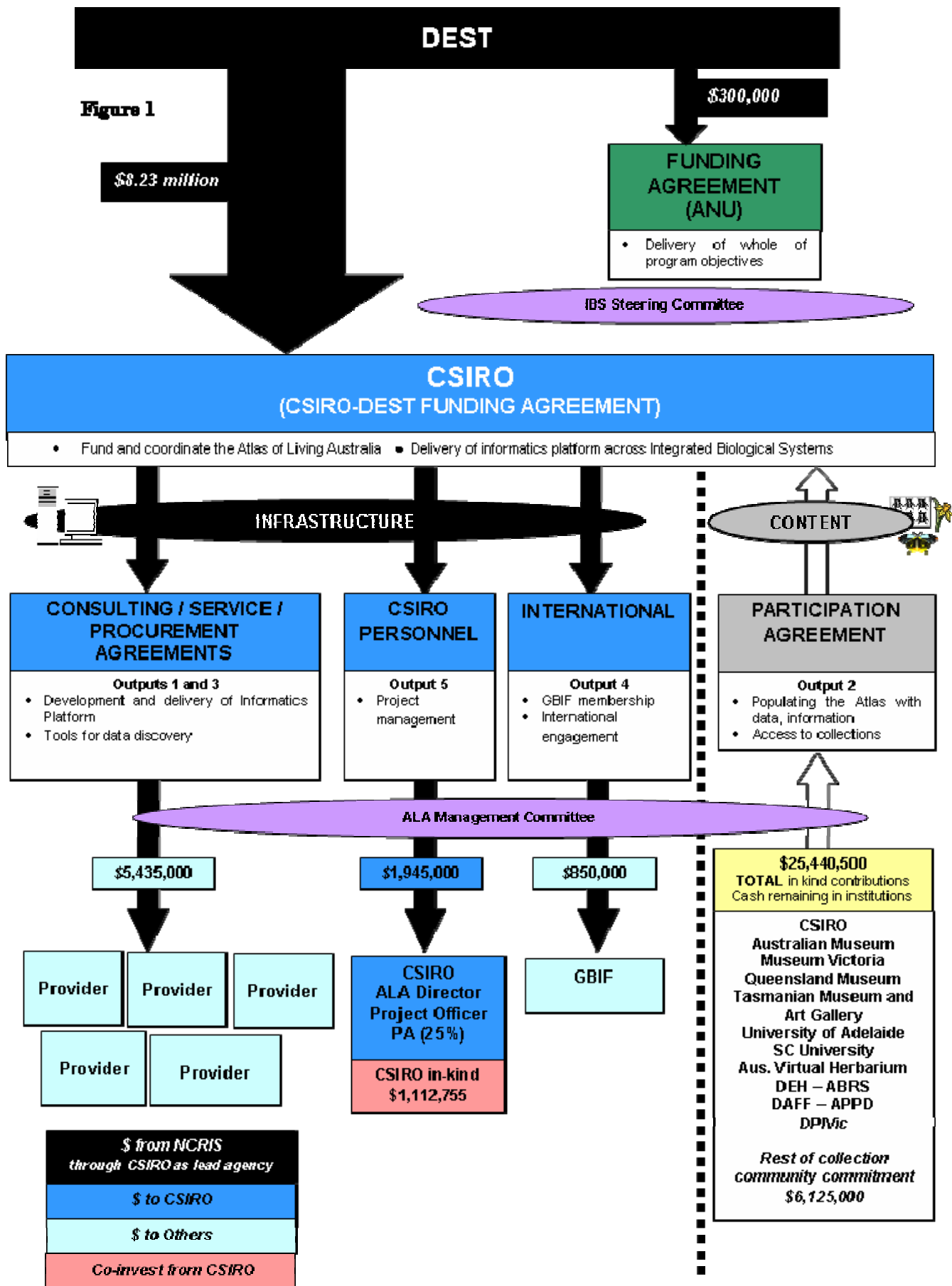
- Participation Agreement - with contributing participants to ensure provision of data and access to collections. The agreement describes the in-kind contributions to be provided by each party (General Contributions – overall internal management of data to populate the Atlas; and Project Contributions – contributions of data specifically for the Atlas and as agreed with the ALA Management Committee). It also sets out rights and responsibilities around ownership of data and tools, access principles, and licenses to use.
- Consulting/Service/Procurement agreements - to provide the Framework and Tools
- Project Management – employment of the ALA project management staff – a ALA Director, Project Officer and administrative assistant
- International Engagement - Managing the Australian GBIF membership and international engagement with similar projects in other jurisdictions

2. ALA Management Committee

- ALA Management Committee – a committee of key representative stakeholder to assist with the design, construction and implementation of the ALA together with accountability and monitoring functions. Roles, responsibilities and operation of the committee will set out in a terms of reference document.
- Sub committees or working groups – established by the ALA Management Committee to assist with various technical and strategic aspects of the Project.

3. IBS Steering Committee

The NCRIS *Integrated Biological Systems* (IBS) capability comprises three separate but related projects – the *Australian Phenomics Network*, the *National Plant Phenomics Facility* and *The Atlas of Living Australia*. The Steering Committee to the IBS will provide overall strategic vision to, and integration between, the capability components.



4.2 Lead Agency

CSIRO will enter into a “Participation Agreement” with all the Content providers which will set out the obligations of the participants in providing data and access to their collections, a fundamental requirement in order to populate the Atlas infrastructure. The contracted contributions will match those contributions outlined in the Funding Agreement (see Table 2) and include General Contributions – overall internal management of data to populate the Atlas; and Project Contributions – contributions of data specifically for the Atlas and as agreed with the ALA Management Committee). The Participation Agreement also sets out rights and responsibilities around ownership of data and tools, access principles, and licenses to use .

Development of the Framework and Tools outlined under Outputs 1 and 3 will be managed through a series of *sub-contracts with service/product/consultancy providers* to deliver the software and associated IT infrastructure for the Atlas, in particular the web and informatics platform and data discovery tools. It is anticipated that standard CSIRO procurement standards & procedures would be used to undertake these tasks in consultation with, and direction from the ALA Management Committee.

CSIRO will employ the ALA Director, a project officer and part time administrative support for the ALA. The ALA Director will be responsible for overseeing the design, development and implementation of the *Atlas*. The ALA Director will be responsible, under the guidance of the ALA Management Committee, for drafting the Progress Reports and Annual Business Plans for submission to DEST. Acting under advice from the ALA Management Committee, the ALA Director will liaise with other parts of 5.2 (Mouse Genomics and Plant Phenomics) and other relevant capabilities of NCRIS (such as 5.1, 5.3, 5.8, 5.11 and 5.16) to ensure that the ALA is developed to meet the long term needs of biodiversity data at all levels of biological organisation. The ALA Director will drive the ALA - building relationships, managing the work programme and providing leadership and coordination with the ALA Management Committee. The project officer will be responsible for the day-to-day administrative aspects of the *Atlas*, including the reporting requirements to DEST and will also assist the Management Committee in its duties.

4.3 ALA Management Committee

The ALA Management Committee will manage the development of the ALA. It will represent parties who have stewardship of biological data, as well as those experts in bioinformatics. The Committee will set priorities for funding and establish strategic milestones. It will assist the ALA Director to develop the work program and preferred providers of the activity. It will advise CSIRO on the project design and implementation, will monitor progress against milestones and will examine and approve the Progress Reports and Annual Business Plans for the Project prior to their submission to DEST.

The Management Committee will be made up of representatives from the two stakeholder groups that have a vested interest in the development of the Atlas.

- (i) One representative from each of the four peak organisations that speak for the biological collections of Australia and would act in a collegiate way:
 - o Council of Heads of Australasian Herbaria (CHAH)
 - o Council of Heads of Australian Faunal Collections (CHAFC)
 - o Australian Microbial Resources Research Network (AMRRN)

- Council of Australian Museum Directors (CAMD)
- (ii) One representative of each of the following key organisations or elements of the Atlas:
 - CSIRO executive, for the lead agency
 - Bioinformatics Expert
 - Project Leader of Mouse Genomics (5.2.1)
 - Project Leader of Plant Phenomics (5.2.2.)
 - ALA Director (5.2.3) ex officio
 - Australian Biological Resources Study (ABRS)

The ALA Management Committee will develop terms of reference around its roles, responsibilities and functioning including:

- *Strategy & Policy*
 - setting of project priorities
 - longer term strategic directions
 - interactions with other projects within the capability and committees of other NCRIS capabilities (e.g. 5.1, 5.3, 5.8, etc)
 - policies on data access and international engagement.
 - development of Intellectual Property and Access Guidelines.
- *Operations*
 - establishing technical subcommittees or working groups
 - review reports, contributions and Annual Business plans
 - performance measurement
 - general meeting and governance operations eg Chair, no. of meetings etc.

4.4 Ownership of Physical Infrastructure

The *Atlas of Living Australia* will not primarily exist in the form of hard infrastructure, nor is it based on a large terabyte central server harvesting, storing and delivering data. Rather it is a distributed and federated network using standard web services architecture, with participants providing tools and data they have and accessing/using the tools and as they need. Overall access to the information in the Atlas will be open and free as outlined in greater detail in the Access and Pricing section.

Data/content

Intellectual property in digitised content or data held in collections will reside with the custodians of those collections as is the case with current distributed models for data delivery. It will be the responsibility and obligation of host organisations to maintain and operate the content in accordance with the NCRIS principles. The Participation Agreement will set out the general obligations with respect to access and provision of content, and operate in conjunction with the Atlas intellectual property guidelines developed by the ALA Management Committee. The content providers may have standard data license agreements with the end users of the Atlas content – setting out general conditions of use, purpose of use, liability, publication of data, acknowledgement of source etc.

Framework/Tools

Software developed within the Project to support or create the Atlas Framework and Tools may be proprietary or open source or public domain. The overall intention is that the tools and systems developed will be generally available to the research community. As the procurer of services or products (ie software development) CSIRO may be owner of developed intellectual property and make it available through licence. Alternatively if not the owner it will ensure that the appropriate licenses are granted to ensure access to the Atlas. As lead agency CSIRO will also be responsible for intellectual assets such as domain names and trademarks for the Atlas. Ongoing issues relating to Intellectual Property derived from the development of the ALA will be the subject of the Intellectual Property and Access Guidelines to be developed by the ALA Management committee.

5. IMPLEMENTATION STRATEGY AND FINANCIAL INFORMATION

5.1 Implementation Strategy

Interim Implementation Plan

The Interim implementation plan for the Project is outlined at Attachment B to Schedule 1 of the Funding Agreement. **Implementation from 2007-8 onwards**

Executive operations

Activities and Milestones	Achievement Date
Project Governance by Management Committee <ul style="list-style-type: none"> • Advises Steering Committee & CSIRO on ALA priorities; • Committee determines funds to be distributed by CSIRO and agencies to be funded; • Forms subcommittees as necessary to advise. 	Ongoing from May 2007 to end of project
Recruit and appoint a nationally recognised leader in information management as the ALA Director	Recruitment started in June 2007, appointment as soon as possible.
Appoint ALA Project Officer	Recruitment started in May 2007, appointment as soon as possible.
Implement Reporting System <ul style="list-style-type: none"> • Project Officer designs reporting templates in consultation with DEST; • Project Officer works with ALA Director to develop Annual Plans for approval by ALA Management Committee • Quarterly progress reports prepared to be provided to the Management Committee. 	Jan 2008 On yearly basis Ongoing throughout
Management and Reporting <ul style="list-style-type: none"> • Work with DEST to ensure all necessary reports and milestones delivered on time; • Work with CSIRO Financial Manager to ensure proper financial oversight of project. 	Ongoing throughout
Finalise the Risk Management strategy and processes for updating and reporting upon Annual Risk assessments	Dec 2007
Finalise the IP and Access Guidelines for <i>The Atlas of Living Australia</i> for submission to DEST for approval <ul style="list-style-type: none"> • Coordinate Guidelines with The Australian Phenomics Network (APN) and the National Plant Phenomics Facility 	June 2008

(NPPF).

Project Implementation

Output 1 – Creation of the electronic framework for *The Atlas of Living Australia*

Activities and Milestones	Achievement Date
Design and finalise structure of The Atlas of Living Australia, including functionality related to taxonomic names, specimen data, molecular data, morphological data, biochemical data and multimedia formats	User needs analysis by Dec 2007. Functionality needs determined by Dec 2007
<ul style="list-style-type: none"> • Conduct User Needs analysis • Design ALA website and underlying portal architecture 	
Develop pilot for proof of design of the ALA	June 2008
Develop ALA Web Portal, utilising prioritised data sets and tools, operational and launched on 12 February 2009	Feb 2009
<ul style="list-style-type: none"> • Website design • Useability Testing • Data Access infrastructure – hardware and software • Taxonomic Names Service • Build Website 	
Maintenance program for ALA developed and operational	July 2009 and ongoing
<ul style="list-style-type: none"> • Infrastructure maintenance 	
Create and improve databases of relevant collections, meeting defined standards, and link these to the ALA by 12 February 2009	Feb 2009
<ul style="list-style-type: none"> • Direct data provision • Data hosting • Data provision infrastructure 	
Develop capacity to integrate future specimen and observational records from a variety of sources	Feb 2010
Provide informatics support to data suppliers and users in The Australian Phenomics Network (APN) and the National Plant Phenomics Facility (NPPF).	Ongoing throughout project

Output 2 – Population of *The Atlas of Living Australia*

Activities and Milestones	Achievement Date
Prioritise projects relevant to high-priority areas (through Management Committee)	Sept 2008
Capture 250,000 targeted specimen records annually and link to ALA	ongoing
Populate Taxonomic Names lists by December 2010	Dec 2010
Develop and establish demonstrator projects on-line by June 2010	June 2010
Maintain databases to required ALA standards	ongoing

Output 3 – Increased access to relevant analysis and modelling tools via the ALA

Activities and Milestones	Achievement Date
Identify and document governance, project management requirements and broad technical specifications for the development of tools and a framework for tools to operate within ALA.	Dec 2007
Identify user needs in terms of tools accessible through ALA.	Dec 2007
Identify existing tools, web services and code that could be leveraged for the ALA	Dec 2007
Create a prioritised list of tools for development	Dec 2007
Design and implement a framework through which tools will operate in the ALA.	ongoing through 2011
Develop a work plan for the development of ALA tools.	Mar 2008
Develop detailed specifications for the development of each tool.	June 2010
Develop tools (see list of potential tools in Paragraph 2.3 above) and integrate them into the ALA.	June 2011

International Engagement

Activities and Milestones	Achievement Date
Maintain membership of <i>Global Biodiversity Information Facility</i> (GBIF), and ensure Australian involvement at Governing Board meetings and in Science subcommittees;	ongoing
Make annual payments to GBIF	Jan of each year
Share data with GBIF, CBOL by February 2009	ongoing
<ul style="list-style-type: none"> • Australian node <i>Australian Biodiversity Information Facility</i> (ABIF) connected to GBIF portal, and operational, with appropriate data management and data sharing capabilities; 	
Involvement in international initiatives by 2011	July 2007 and ongoing
<ul style="list-style-type: none"> • Establish an international working subcommittee (IWC) of the ALA Management Committee to monitor the emergence of new initiatives and ensure Australia's participation. 	

5.2 Financial Projections

	Cash and in kind	NCRIS	Year1	Year2	Year3	Year4	Year5	TOTAL
TOTAL INVEST	26,533,255	8,233,000						34,786,255
NCRIS by year			1,472,000	1,819,000	1,951,000	1,548,000	1,443,000	8,233,000
Cash and in kind			6,125,243	5,632,081	5,139,194	5,146,539	4,510,198	26,553,255
Output 1 Building the Atlas	607,968	5,183,000						
1.1.1 Recruitment and relocation costs			20,000					20,000
1.1.2 Project Leader salary - CSIRO			161,000	172,000	185,000	197,000	210,000	925,000
1.1.2 Overheads (CSIRO in kind)			114,496	117,926	121,468	125,105	128,973	607,968
1.1.3 Operating / travel etc 5 yrs			30,000	30,000	30,000	30,000	30,000	150,000
1.2.1 User needs analysis			30,000					30,000
1.2.2 Website architecture and design			50,000					50,000
1.3.1 Website Design			50,000					50,000
1.3.2 Usability testing			10,000	10,000	10,000	10,000	10,000	50,000
1.3.3 Data access infrastructure: hardware			72,000	78,000	50,000			200,000
1.3.4 Data access infrastructure: software				300,000	300,000			600,000
1.3.5 Taxonomic Names Service			50,000	115,000	115,000	115,000	100,000	495,000
1.3.6 Build WebSite				100,000	100,000	20,000		220,000
1.4.1 Infrastructure maintenance			20,000	60,000	60,000	60,000	60,000	260,000
1.5.1 Direct data provision				20,000				20,000
1.5.2 Data hosting			12,000	12,000	12,000	12,000	12,000	60,000
1.5.3 Data provision infrastructure				50,000	100,000	100,000		250,000
1.6.1 New data infrastructure					35,000	35,000		70,000
1.7.1 Informatics support for 5.2.1, 5.2.2			200,000	200,000	200,000	200,000	200,000	1,000,000
Contingency			0	213,000	170,000	180,000	170,000	733,000
Total Spend			819,496	1,477,926	1,488,468	1,084,105	920,973	5,790,968
Cash and in kind			114,496	117,926	121,468	125,105	128,973	607,968
NCRIS Spend			705,000	1,360,000	1,367,000	959,000	792,000	5,183,000
Output 2 - Populating the Atlas	25,440,500	0						
2.1.1 End users survey performed			0	0	0	0	0	0
2.1.2 Prioritization criteria established			0	0	0	0	0	0
2.1.3 Priority groups for digitisation selected			0	0	0	0	0	0
2.2.1 Digitised records for targeted groups added			0	0	0	0	0	0
- 300,000 Plant Records								0
Australian Virtual Herbarium cash			500,000	500,000	0	0	0	1,000,000
Australian Virtual Herbarium in-kind			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
- 1,000,000 animal and microbial records								0
CSIRO cash			500,000	500,000	500,000	500,000	500,000	2,500,000
CSIRO in kind			500,000	500,000	500,000	500,000	500,000	2,500,000
Australian Museum cash			100,000	100,000	100,000	100,000	100,000	500,000
Australian Museum in kind			400,000	400,000	400,000	400,000	400,000	2,000,000
Museum Victoria cash			100,000	100,000	100,000	100,000	100,000	500,000
Museum Victoria in kind			850,000	850,000	850,000	850,000	850,000	4,250,000
Queensland Museum cash			100,000	100,000	100,000	100,000	100,000	500,000
Queensland Museum in kind			78,000	78,000	78,000	78,000	78,000	390,000
Tasmanian Museum and Art Gallery cash			70,000	70,000	70,000	70,000	70,000	350,000
Tasmanian Museum and Art Gallery in kind			80,000	80,000	80,000	80,000	80,000	400,000

Funding Agreement - *The Atlas of Living Australia*

University of Adelaide cash			30,000	30,000	30,000	30,000	30,000	150,000
University of Adelaide in kind			18,000	18,000	18,000	18,000	18,000	90,000
Victoria DPI in kind			75,000	75,000	75,000	75,000	75,000	375,000
- Plant Pests and Diseases								0
DAFF (APPD) cash			500,000					500,000
- DNA Bank								
Southern Cross University cash			50,000	50,000	50,000	50,000	12,500	212,500
Southern Cross University in kind			145,000	145,000	145,000	145,000	38,000	618,000
2.3.1 Names lists for Australian Biota augmented								0
ABRS in kind			321,000	321,000	321,000	321,000	321,000	1,605,000
2.4.1 Demonstration projects established								0
CSIRO External			500,000	500,000	500,000	500,000		2,000,000
2.5.1 Maintenance of institutional databases								
Total Spend			5,917,000	5,417,000	4,917,000	4,917,000	4,272,500	25,440,500
Cash and in kind			5,917,000	5,417,000	4,917,000	4,917,000	4,272,500	25,440,500
NCRIS Spend			0	0	0	0	0	0
Output 3 - Tools for data discovery	255,000	1,250,000						
3.1.1 User Needs Analysis			45,000					45,000
3.1.2 Proj mgmt and broad tech specifications			60,000					60,000
3.1.3 Identify existing tools, web services and code.			60,000					60,000
3.1.4 Prioritise tools for development			30,000					30,000
3.1.5 Design and Implement framework for tools			23,000	50,000	50,000	50,000		173,000
3.1.6 Develop workplan for tool development			30,000					30,000
3.1.7 Develop specification briefs for each tool.			32,000	30,000	30,000			92,000
3.1.8 Build and test tools and integrate into ALA				190,000	190,000	190,000	190,000	760,000
Total Spend			280,000	270,000	270,000	240,000	190,000	1,250,000
Cash and in kind			0	0	0	0	0	0
NCRIS Spend			280,000	270,000	270,000	240,000	190,000	1,250,000
Output 4 - International Engagement	0	850,000						
GBIF Membership			165,200	165,200	165,200	165,200	165,200	826,000
Support for international Working Committee			4,800	4,800	4,800	4,800	4,800	24,000
Total Spend			170,000	170,000	170,000	170,000	170,000	850,000
Cash and in kind			0	0	0	0	0	0
NCRIS Spend			170,000	170,000	170,000	170,000	170,000	850,000
Output 5 - Governance & Management	504,787	950,000						
5.1.1 Agree governance structure for 5.2			0	0	0	0	0	0
5.1.2 Select rep for 5.2 Steering Committee			0	0	0	0	0	0
5.1.3 Agree on governance within 5.2.3			0	0	0	0	0	0
5.1.4 Form 5.2.3 Management Committee			0	0	0	0	0	0
5.1.5 Mgmt Comm elect chair			0	0	0	0	0	0
5.2.1 Advises Steering Committee			0	0	0	0	0	0
5.2.2 MC determines project funding			0	0	0	0	0	0
5.2.3 MC forms subcommittees			0	0	0	0	0	0
5.3.1 Define selection criteria			0	0	0	0	0	0
5.3.2 Advertise and select Project Officer			0	0	0	0	0	0
5.3.3 Appoint successful candidate			0	0	0	0	0	0

5.4.1 PO designs reporting templates	0	0	0	0	0	0	0	
5.4.2 Work w/ PL to develop Annual Plans	0	0	0	0	0	0	0	
5.4.3 Quarterly progress reports prepared	0	0	0	0	0	0	0	
5.5.1 all reports and milestones delivered	0	0	0	0	0	0	0	
5.5.2 Provide proper financial oversight	0	0	0	0	0	0	0	
Operating / travel etc 5 yrs	50,000	50,000	50,000	50,000	50,000	50,000	250,000	
Project Officer (CSIRO Entomology)	106,000	113,000	121,000	129,000	139,000	139,000	608,000	
PA (at 25% time) (CSIRO Entomology)	15,000	17,000	18,000	20,000	22,000	22,000	92,000	
CSIRO Line Management (10%) cash	15,284	16,356	17,499	18,721	20,097	20,097	87,957	
Overheads (CSIRO) in kind	78,463	80,799	83,227	85,713	88,628	88,628	416,830	
Total Spend	264,747	277,155	289,726	303,434	319,725	319,725	1,454,787	
Cash and in kind	93,747	97,155	100,726	104,434	108,725	108,725	504,787	
NCRIS Spend	171,000	180,000	189,000	199,000	211,000	211,000	950,000	
	Cash and in kind	NCRIS	Year1	Year2	Year3	Year4	Year5	TOTAL

In-kind contributions

The in-kind and ‘cash’ contributions by CSIRO and the participating organisations will include the following:

Output 2 - Populating the Atlas

- 1,300,000 additional specimen records of targeted organisms added to databases over the course of the project to enable research and activities in NRM, biosecurity, and other relevant areas - participating organisations
- Names added to lists for all Australian Biota in an attempt to complete the list of currently accepted names to provide the backbone of the ALA (DEW-ABRS)
- Demonstration projects selected, established and operational by June 2010, to demonstrate the value to the research community of fully populated sections of the ALA - CSIRO-CERF
- Maintenance of institutional databases to expected standards-various

Output 1 – Project Management & Output 2 – Governance

- Overheads for the ALA Director, Project Officer, 25% administrative staff and 10% general in-line management – CSIRO

ATTACHMENT B

INTERIM IMPLEMENTATION PLAN

Contents

1. Project implementation

The project will provide for the building of a research information infrastructure, accessed through *The Atlas of Living Australia*, which will bring together a broad array of biodiversity collections data, environmental variable data and tools from which a user can seek information on the identity and distribution of biodiversity.

The ALA will be an authoritative, freely accessible, distributed and federated biodiversity data management system that links the country's biological knowledge with its scientific reference collections and other custodians of biological information.

The ALA will serve as a research facility for taxonomy, systematics and biological collections management, and meet the purposes of a very wide user base.

Initial activities involved in establishing the Atlas will be focused on establishing the Management Framework, setting up and populating the required committees and preparing draft documents relating to Intellectual Property, Key Performance Indicators and Risk Management. Work will also be undertaken to establish priorities for populating the Atlas and for development of tools.

1.1 Description of proposed management activities to August 2007

- The ALA Management committee will be established and its Terms of Reference Agreed. It will undertake the following:
 - setting of priorities and tasks for project implementation, including additional funding allocation
 - establishment of a technical working group established to scope infrastructure requirements
 - development of a draft Risk Management Strategy
 - development of draft Intellectual Property & Access Guidelines
 - development of Key Performance Indicators

1.2 Description of proposed implementation activities to August 2007

- The ALA Director, with the assistance of the ALA Management committee, will define criteria for establishing priorities for populating the *Atlas* (Output 1) and for the development of tools (Output 2).

2. Governance

The following activities will have been completed

- The Participation Agreement will be finalised and signed by all the participating

- organisations
- Letters of commitment will have been obtained from other “Rest of Community” participants
- CSIRO will have advertised for the ALA Director and established selection criteria for the ALA project officer

3. Access and Pricing

- Nil

4. Promotion

- Public announcement, in coordination with DEST – on finalisation of the Funding Agreement.
- The ALA Management Committee will have a role in providing awareness of and formulating a response to relevant national and international issues.

5. Milestones

Executive operations

Activities and Milestones	Achievement Date
Advertise for ALA Director and define selection criteria for the ALA Project Officer	by 30 June 2007
Establishment of administrative arrangements (including records and financial management processes) for the Project within CSIRO Entomology, along with channels for legal and financial advice as required	by 30 June 2007
Establish <i>The Atlas of Living Australia</i> Management Committee <ul style="list-style-type: none"> • Initial Meeting of the Management Committee; • Agreement upon Terms of Reference for the Management Committee • Elect Chair of the Management Committee; • Selection of members for the IBS Steering Committee. 	by 30 June 2007
Nomination of members for the Steering Committee for <i>Integrated Biological Systems</i>	by 30 June 2007
Development of the 2007-8 Annual Business Plan	by 30 June 2007
Finalise the Participation Agreement and obtain signatures from all the participants (Australian Museum, Australian Herbarium, DAFF, DEWR, Museum Victoria, Queensland Museum, Southern Cross University, Tasmanian Museum and Art Gallery, University of Adelaide, Victorian Department of Primary Industries)	by 31 August 2007
Obtain letters of commitment from additional participants described as “Rest of collection community”	by 31 August 2007 and ongoing

Develop Key Performance Indicators to be agreed with DEST (Attachment E) by 31 August 2007

Development of draft ALA Intellectual Property & Access Guidelines by ALA Management Committee and ALA Director by 31 August 2007

Development of draft Risk Management Strategy by 31 August 2007

Project Implementation

Activities and Milestones

Achievement Date

Define Prioritisation Criteria for populating the Atlas by 31 August 2007

Define Prioritisation Criteria for development of tools by 31 August 2007

Project Implementation

Activities and Milestones

Achievement Date

Define Prioritisation Criteria for populating the Atlas by 31 August 2007

Define Prioritisation Criteria for development of tools by 31 August 2007

6. Budget

Table of Expenditure to June 30 2007

Achievement Date

GBIF payment \$120,000 by 30 June 2007

Advertising for positions. \$12,000 by 30 June 2007

Travel for meetings, communications, etc. \$20,000 by 30 June 2007

TOTAL \$152,000

ATTACHMENT C

CONTENT OF ANNUAL BUSINESS PLANS

Each Annual Business Plan should set out the activities to be undertaken to progress the Project Plan during the coming financial year (ie 1 July to 30 June) in a format that is agreed by Us. The Annual Business Plans must include, but are not limited to, the following:

Content

- Outline of status of Project, eg addressing highlights, difficulties or breakthroughs since the previous 30 June.
- Description of activities to progress the Project Plan during the period of the Annual Business Plan.
- Description of the proposed governance and management arrangements to ensure efficient and effective operation of the Project.
- Description of proposed activities to promote the Project nationally and internationally for the period of the Annual Business Plan.
- Description of proposed processes to decide access and pricing for merit-based research for the period of the Annual Business Plan.
- Description of proposed processes for access and pricing other than through the merit-based processes for the period of the Annual Business Plan.
- Staffing and financial projections for the period of the Annual Business Plan.
- Discussion of the expected level of cash and in-kind coinvestment and its impact on the Project.
- Proposed Milestones for the period of the Annual Business Plan. Examples include:
 - Installation and commissioning of flagship instruments
 - Staffing targets
 - Level and nature of usage of infrastructure
 - Financial targets
 - Levels of co-investment
- Any confidential information is to be clearly identified as such and presented in a separate attachment.

ATTACHMENT D CONTENT OF REPORTS

Progress Report

Each Progress Report should provide an accurate description of the Project activities, and overall Project status for the previous financial year (ie 1 July to 30 June), assessed against the relevant Annual Business Plan, in a format that is agreed by Us. Each Progress Report must include, but is not limited to, the following:

Content

- Overview of status of Project, eg addressing highlights, difficulties or breakthroughs.
- A description of activities undertaken, including discussion of unexpected or unusual activities.
- A description of progress against the milestones set out in the relevant Annual Business Plan, including discussion of agreed milestones not fully met and explanation;
- Discussion of any deviations from the Project Plan or the agreed relevant **Annual Business Plan**, including:
 - additional activities undertaken (nature of activities, reason for undertaking the activities, realised or expected benefits from the additional activities);
 - agreed activities not completed and an explanation why they were not completed; and
 - remedial action proposed, including timeframes.
- Discussion of the level of cash and in-kind coinvestment received against expected levels.

Attachments

- Performance against agreed performance indicators (See Attachment E for performance indicators).
- The audited detailed statement referred to in item 12.2(b), which addresses the applicable provisions of clauses 12.3, 12.5, 12.6 and 12.7.
- Any confidential information is to be clearly identified as such and presented in a separate attachment.

Final Report

The Final report must include, but is not limited to, the following::

- A Progress Report as described above, providing an accurate description of the Project activities, and overall Project status for the previous financial year (ie 1 July to 30 June).
- A summary of the conduct of the Project as a whole from commencement to 30 June 2011, highlighting key successes and shortcomings.
- Discussion of the expected future usage of the infrastructure, as well as the terms, including access terms and pricing.
- Discussion of the expected future trends in the use of research infrastructure by researchers working in the Research Capability.

ATTACHMENT E

PERFORMANCE INDICATORS

Development of Key Performance Indicators will be undertaken by the ALA Management Committee for approval by DEST

A set of indicators are to be developed for use in monitoring annual performance across the capability. It would be expected that these indicators address the following areas:

Providing Research Infrastructure

- Value of new infrastructure by location
 - Include cost and description of facilities and equipment
- Value of all infrastructure made available under NCRIS by location
 - Include cost and description

Meeting Researcher Needs

- Number, type and location of applicants for each facility
- Number, type and location of users for each facility
 - User types are university, publicly funded research agencies, industry, other
 - User location is institution
- Percentage utilisation of facilities
 - Based on available capacity
 - Breakdown per specific capability node and/or instrument if applicable
- Measures of user satisfaction

Quality of Research Infrastructure

- Benchmark against other Australian and overseas infrastructure. Benchmarking methods may include:
 - Specific comparisons against facilities or instruments where available
 - Independent reviews

Collaborative Infrastructure Provision

- Extent and duration of collaborative agreements / relationships established for managing and developing research infrastructure
 - Include type of agreement and parties involved

Fostering Collaborative and World-class Research

- Number and nature of Australian research collaborations that involve use of NCRIS infrastructure
 - Include type of collaborative activity and parties involved
- Number and nature of international collaborative research activities supported by NCRIS infrastructure
 - Include type of collaborative activity and parties involved