

Date: August 2007

Participation Agreement

Atlas of Living Australia

Commonwealth Scientific and Industrial Research
Organisation

Australian Museum

Council of Heads of Australasian Herbaria Inc

The Commonwealth of Australia as represented by the
Department of Agriculture, Fisheries and Forestry

The Commonwealth of Australia as represented by the
Department of Environment and Water Resources

Museum Victoria

Queensland Museum

Southern Cross University

Tasmanian Museum and Art Gallery

University of Adelaide

(Participants)

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Details

Date

Parties

Name	Commonwealth Scientific and Industrial Research Organisation
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Short form name	CSIRO
Address	Limestone Avenue, Campbell, ACT, 2612
Name	Australian Museum Foundation Limited
ABN	62 115 165 449
Short form name	Australian Museum
Notice details	6 College Street Sydney NSW 2010
Name	Council of Heads of Australasian Herbaria Inc
ABN	31 496 409 479
Short form name	CHAH
Notice details	C/- Director Science and Public Programs, Botanic Gardens Trust, Mrs Macquaries Rd, Sydney, NSW 2000
Name	COMMONWEALTH OF AUSTRALIA represented by and acting through the Department of Agriculture, Fisheries and Forestry
ABN	24 113 085 695
Short form name	DAFF
Notice details	GPO Box 858, Canberra, ACT, 2601
Name	COMMONWEALTH OF AUSTRALIA represented by and acting through the Department of the Environment and Water Resources
ABN	34 190 894 983
Short form name	DEWR
Notice details	GPO Box 787 Canberra ACT 2601
Name	Museums Board of Victoria
ABN	63 640 679 155
Short form name	Museum Victoria
Notice details	GPO Box 666 Melbourne 3001, Victoria
Name	Board of the Queensland Museum
ABN	91-522 611 802
Short form name	Queensland Museum
Notice details	P.O. Box 3300, South Brisbane, Qld, 4101

Name Southern Cross University
 ABN 44 995 651 524
 Short form name **SCU**
 Notice details PO Box 157 Lismore NSW 2480

Name Tasmanian Museum and Art Gallery
 ABN 17 334 217 592
 Short form name **TMAG**
 Notice details GPO Box 1164, Hobart TAS 7001

Name The University of Adelaide
 ABN 61 249 878 937
 Short form name **University of Adelaide**
 Notice details The University of Adelaide SA 5005 AUSTRALIA

Background

- A. The Commonwealth, as represented by the Department of Education, Science and Training, operates the National Collaborative Research Infrastructure Strategy (NCRIS), which provides funding to assist with the provision of major research facilities.
- B. One of the research facilities being funded by the NCRIS is the Atlas of Living Australia (ALA). The ALA is a collaborative partnership of Commonwealth and State organisations that have stewardship of biological data and expertise in bioinformatics. It seeks to create one or more portals for deploying the rich biological data stored by Australian biodiversity institutions in flexible, integrated and innovative ways, and to provide tools for synthesis and analysis of these data..
- C. The Commonwealth has agreed to provide NCRIS funds to CSIRO to manage the development of the ALA (**Commonwealth Agreement, CA**). CSIRO, as head contractor with the Commonwealth will work in collaboration with the Participants and ALA Management Committee to implement the ALA, including the integration of digitised Australian biodiversity data into the ALA.
- D. The Participants agree to provide the digitised Australian biodiversity data for integration into the ALA in accordance with the terms and conditions of this Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined Terms

In this document:

Agreement means this participation agreement and any Schedules, annexures and attachments to it.

Agreement Details means the details specified in Schedule 1.

ALA Director means the individual appointed by CSIRO to lead and direct the ALA Project.

ALA Management Committee means the committee formed under the ALA Project.

ALA Objectives means the objectives of the ALA Project as specified in clause 3.

ALA Project means the project outlined in Schedule 2.

Annual Business Plan has the same meaning as defined in the Commonwealth Agreement.

Applicable Jurisdiction means the jurisdiction specified in the Agreement Details.

Asset means an item of real or personal property but does not include Intellectual Property.

Atlas of Living Australia (or **ALA**) means the internet and software based system developed as part of the ALA Project and containing the ALA Data.

Atlas Indicia means the trade marks, logos and/or domain names identifying the *ALA*.

Business Day means, in relation to the doing of any action in a place, a weekday other than a public holiday or bank holiday in that place.

Commencement Date means the date specified in the Agreement Details.

Commonwealth Agreement means the agreement referred to in paragraph C of the Background.

Commonwealth Funding means the financial assistance to be provided by the Commonwealth to CSIRO under the Commonwealth Agreement for expenditure on the ALA Project.

Completion Date means the earlier of:

- (a) date specified in the Agreement Details;
- (b) such other date that constitutes the 'Completion Date' as defined in the Commonwealth Agreement; or
- (c) the date of termination of this Agreement in accordance with clause 15.

Confidential Information means information that,

- (a) is described in Item 3 of Schedule 1 or in a Project Contribution Plan;
- (b) is treated and identified by a Participant as confidential; and
- (c) the Participants know or ought to know is confidential; and
- (d) any information disclosed by the Commonwealth to CSIRO under the Commonwealth Agreement and identified by the Commonwealth as confidential.

Contributions means the cash (including, in CSIRO's case, Commonwealth Funding), Assets, equipment, facilities and other in-kind contributions to be provided by a Participant to the ALA Project as set out in Schedule 3 and as varied from time to time in accordance with this Agreement. Contributions may be either:

- (a) **General Contributions** – contributions for the generation, management, curation, maintenance and delivery of Data to populate the ALA;
- (b) **Project Contributions** – contributions of Data or tools as agreed between the Participant and ALA Management Committee under a Project Contribution Plan.

Data means digitised data, metadata, records or information provided by a Participant for inclusion in the ALA and includes:

- (a) specimen descriptions
- (b) names
- (c) molecular data – including genetic sequences
- (d) multimedia – including photographs, diagrams, sound files
- (e) diagnostic characteristics
- (f) observational records
- (g) taxonomic information
- (h) habitat, distribution and geospatial data
- (i) databases.

GST has the same meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

IBS Steering Committee means the Integrated Biological Systems capability 5.2 committee established with representatives from each of the NCRIS Projects within capability 5.2 and such other representatives agreed with the Commonwealth.

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

- (a) patents, plant breeder's right, copyright, rights in circuit layouts, registered designs, trade marks, and any right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a),

but for the avoidance of doubt excludes moral rights and similar non-assignable personal rights of any person.

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;

NCRIS Principles means the principles outlined in Schedule 2.

NCRIS Projects means projects that are funded through the Commonwealth National Collaborative Research Infrastructure Strategy.

Participant Manager means the representative of a Participant appointed under clause 5.3(c).

Participants means the parties to this Agreement and includes CSIRO as the context requires.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not,

about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel means the officers, employees, agents, contractors and sub-contractors of a Participant.

Project Contribution Plan means the plan for providing Project Contributions as set out in Schedule 4 and as agreed according to clause 5.2, including any variations to that plan as agreed with the ALA Management Committee in writing.

Project Material means Material or IP (a) developed or created by a Participant, (b) purchased by a Participant, or (c) licensed in by a Participant, specifically for the ALA Project. Project Material may include software, search tools and data architecture forming part of the ALA's core technological infrastructure.

Reports means the reports that the Participants are required to provide to CSIRO in accordance with clause 8.

User means any person who has access to the ALA Data through the ALA.

1.2 Other Terms Defined in the Commonwealth Agreement

Any words or phrase commencing with a capitalised letter not otherwise defined in this Agreement has the same meaning as defined in the Commonwealth Agreement.

1.3 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Applicable Jurisdiction, time;
- (g) a reference to a Party is to a Party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;

- (l) any agreement, representation, warranty or indemnity by two or more Participants (including where two or more persons are included in the same defined term) binds them severally and not jointly or jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more Participants (including where two or more persons are included in the same defined term) is for the benefit of them severally and not jointly or jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.4 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Term of Agreement

This Agreement will commence on the Commencement Date and will remain in force until the Completion Date.

3. ALA Objectives

3.1 Objectives

The Participants intend for the ALA to meet the needs of the biological and biodiversity research communities and deliver high quality information to a wide variety of end users, by using best efforts to ensure that the ALA will:

- (a) provide universal, free and open access to the research infrastructure created as part of the ALA Project;
- (b) establish, operate and/or provide access to the ALA research infrastructure in accordance with the NCRIS Principles;
- (c) 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;
- (d) 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;
- (e) interact with overarching national initiatives around data management and sharing to ensure that the ALA is compatible with national platforms;
- (f) interact and link with other information management initiatives at the global and international level to leverage cost sharing through collaboration;
- (g) add value to each step of the Biodiversity data → biodiversity information → biodiversity knowledge continuum;
- (h) operate across the Integrated Biological Systems capability area to ensure that the ALA platforms are universally capable of managing and delivering relevant data to end users; and

- (i) make effective use of the ALA Management Committee and the IBS Steering Committee to ensure that a wide perspective on direction and activities is incorporated.

3.2 Interpretation

In the interpretation of a provision of this Agreement, a construction that would promote the ALA Objectives will be preferred to a construction that would not promote the ALA Objectives.

4. ALA Relationships

4.1 CSIRO

The role of CSIRO in the ALA Project is to:

- (a) enter into the Commonwealth Agreement as head contractor for the ALA Project and to receive and administer Commonwealth funds and ensure appropriate reporting and liaison with the Commonwealth;
- (b) collaborate with the ALA Management Committee to ensure proper management and implementation of the ALA Project, acknowledging that CSIRO will adhere to ALA Management Committee decisions unless such decisions are contrary to its obligations under the Commonwealth Agreement, this agreement or conflict with relevant CSIRO internal policies and procedures;
- (c) employ or contract, in accordance with its policies and procedures, project management staff for the ALA Project including an ALA Director and project officer;
- (d) coordinate interaction with Participants to ensure the contribution of content to the ALA;
- (e) coordinate interactions, and act as legal representative where appropriate, with international initiatives and other NCRIS Projects;
- (f) contract with third parties to develop and provide infrastructure and tools required for the ALA Project.

4.2 Participants

The role of the Participants in the ALA Project is to:

- (a) provide Contributions to the ALA including biodiversity content to populate the ALA;
- (b) work with the ALA Management Committee and CSIRO to implement the ALA Project.

4.3 ALA Management Committee

An ALA Management Committee will be established which will include representatives from peak bodies representing the Participants and Users.

The role of the ALA Management Committee is to:

- (a) operate pursuant to its agreed terms of reference and the roles and responsibilities outlined therein such as:
 - (i) advise on ALA Project priorities,
 - (ii) develop strategic directions and policies for the ALA,
 - (iii) review Annual Business Plans, Reports, performance indicators and the annual budget.
- (b) represent and engage with key partners, data providers and the overall collection and User community by providing transparency and accountability;

- (c) direct and assist CSIRO (as head contractor to the Commonwealth) and the ALA Director to develop and implement the ALA Project, acknowledging that it will formulate policy and or work plans consistent as far as practicable with CSIRO requirements, roles and legal responsibilities with due regard for the aims of the ALA and the expectations of the collection community it will service.

4.4 IBS Steering Committee

The role of the IBS Steering Committee is to:

- (a) provide advice to the Commonwealth and the NCRIS committee;
- (b) provide advice to its constituents regarding strategic planning for IBS research infrastructure,
- (c) coordination and collaboration across the three IBS NCRIS Projects, and
- (d) development of joint activities of IBS facilities.

4.5 Cooperation

The Participants will make reasonable efforts within their own organisational policies, to:

- (a) cooperate with one another and the other organisations involved in the ALA Project to facilitate successful implementation of the ALA Project;
- (b) assist and cooperate with the ALA Management Committee and comply with the policies and recommendations it makes; and
- (c) promote generally the ALA and the ALA Objectives.

4.6 General

The Participants agree that:

- (a) the rights, duties, obligations and liabilities of the Participants in relation to the ALA shall in every case, be several and not joint or joint and several;
- (b) in relation to the ALA Project, they do not carry on business in common with a view to joint profit and do not receive income jointly;
- (c) nothing contained in this agreement constitutes any of them as agent, partner or trustee of any other of them, or creates any agency, partnership or trust for any purpose whatsoever; and
- (d) except as otherwise specifically provided in this agreement, a Participant does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Participant.

5. Contributions

5.1 Participant Contributions

Each Participant:

- (a) will provide its respective Contributions to the ALA Project;
- (b) acknowledges that CSIRO is relying on the Participant making the Contributions in accordance with this Agreement in order to achieve the ALA Objectives and for CSIRO to comply with its obligations to the Commonwealth under the Commonwealth Agreement;
- (c) will not, unless otherwise agreed, be required to provide Contributions in excess of, or perform activities materially different to those specified in Schedule 3;
- (d) will promptly notify CSIRO if the Participant becomes aware that it will or might not be able to perform its obligations under this Agreement, including making agreed Contributions.

5.2 Project Contributions - Plan

A Project Contribution Plan will be prepared by a Participant upon the request of the ALA Management Committee. The Project Contribution Plan may include the details set out in Schedule 4 including the following matters:

- (a) Participant details;
- (b) period within which Project Contributions to be made;
- (c) Participant Manager name and contact details;
- (d) details of the Project Contributions, including what they are, and how and when they will be made;
- (e) any limitations or conditions on access to the Project Contributions.

The Participant and the ALA Management Committee will agree on the final details of the Project Contribution Plan, with the Participant and CSIRO (on behalf of the ALA Management Committee) will sign the agreed Project Contribution Plan.

5.3 Project Contributions – Management

Each Participant:

- (a) must make its Project Contributions available to the ALA Project at the times and in the manner specified in its agreed Project Contribution Plan;
- (b) keep separate documentation that records Contributions and provide such documentation to CSIRO if reasonably requested to do so by CSIRO to fulfil its obligations under the Commonwealth Agreement;
- (c) must appoint its Participant Manager and ensure that its Participant Manager undertakes following responsibilities:
 - (i) manage the overall provision of the Project Contributions and
 - (ii) manage interactions with CSIRO and the ALA Management Committee;
 - (iii) provide reports to CSIRO as required under clause 8.

6. Data & Access

6.1 Ownership

Each Participant retains at all times ownership of its own Data and any IP in that Data.

6.2 Contribution

Each Participant will make available to the ALA Project the Data and any IP in that Data as specified in its Contributions.

6.3 Access

The ALA Management Committee will develop policies and guidelines with respect to intellectual property, access to and use of Data.

Notwithstanding, the following are general principles with respect to access which the Participants will address as far as reasonably practicable:

- (a) *linkage* – make Data available through the internet;
- (b) *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);
- (c) *freely available* – make Data openly available at no or little cost to the Participants and Users;
- (d) *restrictions* – notify of any restrictions with respect to access to or use of the Data.

6.4 Responsibilities

Each Participant is responsible for:

- (a) maintaining;
- (b) updating;
- (c) determining and managing restrictions and access to sensitive data; and
- (d) ensuring the accuracy and completeness of

its own Data.

6.5 Warranty

Each Participant warrants to each other that:

- (a) to its actual knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion, it is the owner of, or is otherwise entitled to provide, the Data and any IP in that Data which it makes available for the ALA Project; except to the extent:
 - (i) disclosed in the Project Contribution Plan; or
 - (ii) in the case of any Data not specified in the Project Contribution Plan, notified in writing to the other Participants at the time of providing such Data,
- (b) the Participant has not entered any agreement regarding, or otherwise dealt with, that Data that is inconsistent with the rights granted to the other Participants as described in the Agreement Details or this clause 6; and

- (c) it will not enter any agreement in relation to or otherwise deal with that Data in a manner that restricts the exercise of the rights granted to the other Participants as described in this clause 6

6.6 Infringement of Data

The Participants agree that they will take all necessary steps to give each other prompt notice of any infringement of the IP in any Data which comes to their attention.

6.7 Participants' Licence to use Data

Subject to any restrictions notified in writing, each Participant grants the other Participants a perpetual, irrevocable, non exclusive, royalty-free, non-transferable, worldwide licence to use Data and any IP in that Data for the purposes of carrying out the ALA Project.

7. Project Material - Infrastructure and Tools

7.1 Open source

The Participants acknowledge that it is their intent that software designed for the ALA Project will be generally available or open source to the extent possible.

7.2 Ownership

All Project Material created, purchased or licensed by a Participant will be owned or licensed by the Participant that created it or caused it to be created or purchased or licensed it as the case may be.

7.3 Grant of licence

Each Participant grants to the other Participants an irrevocable, non-exclusive, non-transferable, royalty-free, worldwide licence to use any Project Material to the extent necessary to enable the other Participants to carry out their obligations under this Agreement and the activities under the ALA Project.

7.4 Registration of trade marks and domain names

- (a) CSIRO will prepare and lodge any applications to register the Atlas Indicia.
- (b) CSIRO will maintain registration of the Atlas Indicia during the Term.
- (c) CSIRO grants to each other Participant a non-exclusive licence to use the Atlas Indicia for the purposes of the ALA Project.
- (d) Any use of the Atlas Indicia must be in accordance with any directions issued by CSIRO from time to time as are consistent with the ALA Objectives and policies.

8. Reporting and Accounting obligations (*CA: clause 12*)

8.1 Reporting to CSIRO

Each Participant must provide to CSIRO the Reports at the times and in the manner stated in Schedule 5.

8.2 Reporting by CSIRO

CSIRO will provide to Participants:

- (a) on an annual basis (October) copies of progress reports submitted to the Commonwealth pursuant to the Commonwealth Agreement; and
- (b) copies of any relevant policies developed by the ALA Management Committee.

8.3 Separate financial accounts

Each Participant must keep separate financial accounts which must record:

- (a) any cash Contributions it makes to the ALA Project;
- (b) any payment of Commonwealth Funding made to it by CSIRO and
- (c) any other expenditure associated with its involvement in the ALA Project.

8.4 Financial reporting – Commonwealth Funding

If a Participant receives from CSIRO Commonwealth Funding then it will agree to manage and report with respect to that funding in accordance with the terms set out in item 6 Schedule 1.

The Participants must reimburse to CSIRO any unspent Commonwealth Funding they received for the ALA Project.

8.5 Liaison and Monitoring (*CA: clause 11*)

Without limiting any other obligation of a Participant under this Agreement, each Participant agrees to:

- (a) cooperate with and provide to CSIRO any information related to the ALA Project that CSIRO may reasonably require to fulfil its obligations to the Commonwealth in accordance with clause 11.1(a) of the Commonwealth Agreement;
- (b) comply with all reasonable requests, directions, or monitoring requirements received from CSIRO to enable CSIRO to fulfil its obligations to the Commonwealth in accordance with clause 11.1(b) of the Commonwealth Agreement; and
- (c) liaise and cooperate with and assist CSIRO in any review or other evaluation that the Commonwealth may undertake during the Term of this Agreement and two years after the Completion Date.

8.6 Maintenance of records (*CA clause 17*)

Each Participant must:

- (a) maintain full and accurate records and accounting books in relation to the ALA Project, including the Reports and financial accounts; and
- (b) either maintain such records and accounting books for a period 7 years after the termination of this Agreement or deliver them to CSIRO or such other person as directed by the CSIRO at the termination of this Agreement.

9. Acknowledgement and Publicity (CA clause 6)

- (a) CSIRO, in consultation with the ALA Management Committee, is principally responsible for making public announcements about the ALA Project, providing promotional and advertising materials and holding promotional events. Notwithstanding, the Participants will notify and coordinate with CSIRO with respect to any publications or publicity in relation to the ALA Project.
- (b) A Participant must in all publications, promotional materials, public announcements and activities in relation to the ALA Project acknowledge that it is an initiative of the Australian Government being conducted as part of the National Collaborative Research Infrastructure Strategy.
- (c) With respect to publicity regarding the awarding of the Commonwealth Funding and any significant promotional event, the Participants acknowledge the Commonwealth reserves the right to publicise and report on such funding and have a minister or nominee take part in events.

10. IP in Reports under Commonwealth Agreement (CA: clause 14)

Each Participant acknowledges and agrees that:

- (a) subject to the licence granted under clause 14.2 of the Commonwealth Agreement, Intellectual Property in the Reports does not vest in the Commonwealth; and
- (b) the licence granted by CSIRO to the Commonwealth under clause 14.2 of the Commonwealth Agreement applies in relation to any Reports provided by a Participant to CSIRO under clause 8 of this Agreement.

11. Admission of new Participants

11.1 Admission

The ALA Management Committee may, from time to time, recommend the admission of a new party as a Participant to this Agreement. The Participants may, by a resolution of the Participants at that time by a majority not less than 75% of the Participants (each Participant having one vote):

- (a) decide to admit any entity to be a Participant to this agreement; and
- (b) set the terms of the Participant's admission.

11.2 Deed of accession

On the admission of any new Participant to this Agreement, the new Participant will be required by deed signed by the new Participant and each Participant (with CSIRO acting as authorised agent to sign on behalf of the Participants) to acknowledge the receipt of a copy of this Agreement and to confirm and agree to be bound by the provisions of this Agreement, as if the new Participant was a signatory to this Agreement.

12. Transition out

12.1 Develop Transition Out Plan

- (a) At least six (6) months prior to the Completion Date, the Participants will, in consultation with the ALA Management Committee, develop a draft transition out plan which will address:
 - (i) the obligations of the Participants in connection with their orderly withdrawal from, and completion of, the ALA Project;
 - (ii) the on-going management of the ALA Project; and
 - (iii) the application for any on-going funding for the ALA Project where Participant(s) and/or the ALA Management Committee has been able to secure such funding.
- (b) The Participants will do all things reasonably necessary and convenient to enable the transition out plan to be achieved.

12.2 No ongoing obligation upon CSIRO

To avoid doubt, nothing in this Agreement or the Commonwealth Agreement imposes any obligation upon CSIRO to maintain the ALA Project or any part of the ALA beyond the Term.

13. Indemnity

13.1 Mutual Indemnity

- (a) Subject to clause 13.2, each party (**the indemnifying Party**) irrevocably and unconditionally indemnifies and agrees to keep indemnified each of the other parties and their respective directors, officers, employees and agents (**those indemnified**) against all:
 - (i) loss or liability incurred by those indemnified;
 - (ii) loss of or damage to property owned or controlled by those indemnified; and
 - (iii) loss or expense incurred by those indemnified in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by those indemnified, as a result of:
 - (iv) any act or omission by the indemnifying Party, or any employees, agents, or subcontractors of the indemnifying Party in connection with this Agreement, where there was any negligent or unlawful act or omission or wilful misconduct on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
 - (v) any use or disclosure by the indemnifying Party, or the officers, employees, agents or subcontractors the indemnifying Party, of Personal Information held or controlled in connection with this Agreement; or
 - (vi) any claims by third parties about the ownership or use of Project Material.
- (b) The right those indemnified to be indemnified under this clause 11 is in addition to, and not exclusive of, any other right, power, or remedy provided by law. However, those indemnified are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

13.2 Reduction of liability

The liability of the indemnifying Party to indemnify those indemnified under this clause 11 will be reduced proportionately to the extent that any negligent or unlawful act or omission or wilful misconduct of those indemnified, or breach of clause 16 by those indemnified, contributed to the relevant loss, damage, expense, or liability.

14. Insurance (CA clause 10)

14.1 Government Self Insurer

A Participant is not subject to clauses 14.2 and 14.3 if it:

- (a) is a Commonwealth, State or Territory government department, agency or statutory entity;
- (b) is a self insurer; and
- (c) has provided the CSIRO with a certificate from an appropriately authorised officer to that effect.

14.2 Obligation to insure

Each Participant must effect and maintain the insurances described in item 4 of Schedule 1. Such insurance must include adequate run-off cover after this Agreement has expired or terminated with respect to the Participant.

14.3 Evidence of insurance

Each Participant must provide to CSIRO a certificate of currency of its relevant insurance policies within 10 Business Days of being requested by CSIRO.

15. Termination

15.1 Termination for default

- (a) CSIRO may:
 - (i) terminate the Agreement (in whole or part) with immediate effect by giving written notice to the other Participants if any event referred to in clause 15.2 happens to another Participant; or
 - (ii) expel a Participant from the Agreement by giving written notice to a Participant if any event referred to in clause 15.2 happens to that Participant.
- (b) CSIRO acknowledges that it will not exercise its rights under this clause without first consulting with the ALA Management Committee, but subject to a maximum consultation period of 15 Business Days.

15.2 Due cause

For the purposes of clause 15.1, an event means:

- (a) the Commonwealth Agreement is terminated or reduced in scope for any reason;
- (b) failure to make Contributions;
- (c) unauthorised disclosure of Confidential Information;
- (d) the failure to carry on a business relevant to the performance of the ALA Project;

- (e) any other material breach of this Agreement (including without limitation clauses 8 and 19), and failure to remedy the breach within 10 Business Days after receiving notice requiring it to do so; or
- (f) becoming insolvent, bankrupt or being subject to the appointment of a mortgagee, a receiver or manager or an investigator to investigate its affairs, or making any arrangement or composition for the benefit of creditors or being the subject of winding up proceedings.

15.3 15.3 Consequences

- (a) If a Participant is expelled from the Agreement that Participant:
 - (i) will cease to be a Participant to this Agreement;
 - (ii) retains any rights it has to ownership of Project Material;
 - (iii) relinquishes all rights under this Agreement other than those specified in clause 15.3(a)(ii); and
 - (iv) will be relieved of its obligation to make further Contributions.
- (b) The expulsion of any of a Participant from the Agreement:
 - (i) will not affect the enforceability of any of its other obligations, or affect the rights against the expelled Participant accrued at that time;
 - (ii) will not relieve it of the obligations imposed upon it under this clause 15 and clauses 6 (Data & Access), 113 (Indemnity), 15.3 (Consequences of termination) and 16 (Confidential Information); and
 - (iii) will not relieve the other Participants of their obligations under this Agreement and they shall continue to carry on the ALA Project and perform the terms of this Agreement between them.

16. Confidential Information (CA clause 15)

16.1 Obligation

Except as otherwise provided in this clause 16 each Participant must keep confidential and not disclose any Confidential Information.

16.2 Permitted use and disclosure

Each Participant may:

- (a) use Confidential Information only for the purposes of this Agreement;
- (b) disclose Confidential Information to its:
 - (i) employees;
 - (ii) directors and officers; and
 - (iii) legal, financial or other professional advisers,
 who have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality in accordance with this clause 16;
- (c) use and disclose Confidential Information where authorised under Project Contribution Plan;

- (d) disclose Confidential Information to the extent required by law; or
- (e) if a Participant is the Commonwealth, disclose Confidential Information to that Participant's responsible Minister or in response to a request by a House or a Committee of the Parliament.

16.3 Exceptions

- (a) The obligations imposed on a Participant by this clause 16 will not apply to Confidential Information which:
 - (i) prior to disclosure is in the public domain or subsequent to disclosure to a Participant becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Participant;
 - (ii) is received by a Participant from a third party without any obligation to hold in confidence and which has not been obtained by that third party directly or indirectly from any Participant; or
 - (iii) is independently developed by an employee or officer of a Participant owing the obligation of confidentiality while having no knowledge of the Confidential Information.

16.4 A Participant's Own Confidential Information.

A Participant is not obliged to maintain the confidentiality of its own Confidential Information.

16.5 Onus

A Participant receiving information that may be Confidential Information has the onus of showing that any of the exceptions specified in clause 16.3 apply.

16.6 Combination of information

A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.

16.7 Employees

Each Participant must use its reasonable efforts to ensure that:

- (a) its respective employees, directors, officers and advisers who participate in the ALA Project or acquire access to Confidential Information, must comply with the obligation of confidentiality under this clause 16 as though Participants to this Agreement; and
- (b) any of the above mentioned employees, directors, officers and advisers who cease to be employees, directors, officers or advisers must continue to be bound by such obligations of confidentiality.

16.8 Survival

The obligations of confidentiality imposed on a Participant will survive termination or expiration of this Agreement.

17. Protection of Personal Information (CA Clause 16)

17.1 Privacy

Each Participant will, with respect to all activities related to or connected with the performance of the ALA Project and with respect to all activities connected with this Agreement:

- (a) use Personal Information held or controlled by it only for the purposes of meeting its obligations under this Agreement;
- (b) take all reasonable steps to ensure that Personal Information in its possession or control is protected against loss or unauthorised access, use, modification or disclosure;
- (c) comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* which concern the collection, security, access, data quality, relevance, use and disclosure of Personal Information;
- (d) not transfer Personal Information outside Australia, or allow Participants outside Australia to have access to it, except in accordance with the Information Privacy Principles and with the prior approval of the other Participant;
- (e) co-operate with any reasonable demands or inquiries made by the Federal Privacy Commissioner or the other Participant in relation to the management of Personal Information or breaches or alleged breaches of privacy;
- (f) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles and obligations in this clause;
- (g) comply with any policy guidelines issued or approved by the Federal Privacy Commissioner from time to time relating to the handling of personal information including the Medical Research Guidelines issued under section 95 of the *Privacy Act 1988*;
- (h) ensure that any record (as defined in the *Privacy Act 1988*) containing Personal Information provided by the first mentioned Participant (**Donor Party**) to the other Participant or any other person pursuant to this Agreement is, at the expiration or earlier termination of this Agreement, either returned to the Donor Party or deleted or destroyed in the presence of a person duly authorised by the Donor Party to oversee such deletion or destruction.

17.2 Immediate notification

Each Participant must immediately notify the other Participant if it becomes aware of a breach of its obligations under paragraph 17.1 (a), (b), (c) or (d).

18. Access to premises and records (CA Clause 18)

- (a) Each Participant must ensure that at all reasonable times it provides the Commonwealth and its agencies (including the persons outlined in clause 18.1 of the Commonwealth Agreement) with:
 - (i) reasonable access to its premises, staff and Material; and
 - (ii) reasonable assistance to:
 - (A) inspect the performance of the Participant;
 - (B) locate and inspect Material; and
 - (C) make copies of Material and remove those copies,
 relevant to the ALA Project as it applies to that Participant.
- (b) Each Participant must at all reasonable times allow CSIRO and its directors, officers, employees, agents and contractors to:

- (i) access the part of the Participant's premises relevant to the ALA Project and view the performance of the ALA Project; and
 - (ii) access, inspect and copy any Material, records, accounts and other financial material relevant to the ALA Project, including for the purposes of an audit.
- (c) The rights referred to in clauses 18(a) and 18(b) are subject to the provision of reasonable prior notice to each Participant and any reasonable security procedures of the relevant Participant.
- (d) If a matter is being investigated which, in the opinion of the Commonwealth (including those persons outlined in clause 18.3 of the Commonwealth Agreement) may involve an actual or apprehended breach of the law, clause 18(c) will not apply.

19. Conflict of interest (CA Clause 20)

19.1 Warranty

Each Participant warrants to CSIRO and the other Participants that to the best of its knowledge, after making reasonable inquiries at the commencement of this Agreement, no conflict exists or is likely to arise in the performance of that Participant's obligations under this Agreement.

19.2 Dealing with conflict

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

- (a) immediately notify CSIRO in writing of that conflict and of the steps that it proposes to take to resolve or otherwise deal with the conflict;
- (b) make full disclosure to CSIRO of all relevant information relating to the conflict; and
- (c) take steps as CSIRO may reasonably require to resolve or otherwise deal with that conflict.

19.3 Termination

Where a Participant fails to notify CSIRO of a conflict of interest or is unable or unwilling to resolve or deal with the conflict as required under clause 19.2 (**Defaulting Participant**), CSIRO may terminate this agreement under clause 15 or expel the Defaulting Participant from the ALA Project with the effect that the Defaulting Participant will cease to be a Participant to this Agreement.

20. Dispute resolution

If there is a dispute between the Participants that cannot be resolved by their senior executives, then the matter must be referred to the Australian Commercial Disputes Centre for arbitration in accordance with the Centre's Guidelines on Arbitration. The decision of the arbitrator (including any award as to costs) will be final and binding.

21. GST

21.1 Interpretation

- (a) Subject to paragraph (b) of this clause 21.1, words or expressions used in this clause 21 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ('GST Act') have the same meaning in this clause; and

- (b) GST includes an amount payable under Division 149 of the GST Act.

21.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.

21.3 Gross up of consideration

Despite any other provision in this Agreement, if any of the Participants makes a supply (**Supplier**) under or in connection with the Agreement on which GST is imposed (not being a supply the consideration for which is specifically described as GST inclusive):

- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause 21.3 (GST exclusive consideration) is increased by, and the recipient must also pay to the Supplier, an amount calculated by multiplying the GST exclusive consideration by the prevailing rate of GST; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

21.4 Reimbursements (net down)

If a payment to a Participant under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Participant, then the payment will be reduced by the amount of any input tax credit to which that Participant is entitled for that loss, cost or expense.

21.5 Tax invoices

The Supplier will provide a tax invoice to the recipient in respect of a supply, within 7 days from the time at which GST is payable in respect of that supply.

21.6 GST adjustment event

If and to the extent an adjustment event arises in respect of a supply made under or in connection with this Agreement, then the Supplier must issue an adjustment note to the recipient and:

- (a) if the GST payable is less than the previously attributed GST amount, the Supplier will refund the difference to the recipient; or
- (b) if the GST payable is greater than the previously attributed GST amount, the recipient shall pay the difference to the Supplier.

22. Notices

22.1 Delivery

A notice, consent, information, application or request that must or may be given or made to any of the Participants under this document is only given or made if it is in writing, in English and:

- (a) delivered or posted to that Participant at its address set out in the Notice details;
- (b) faxed to that Participant at its fax number set out in the Notice details; or
- (c) emailed to that Participant at its email address set out in the Notice details.

22.2 Receipt

A notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted;
- (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; and
- (d) if it is sent by email, as soon as the message is sent from the sender's computer provided that the sender does not receive notification that the email was not successfully delivered.

23. General

23.1 Approvals and consents

Except where this Agreement expressly states otherwise, a Participant may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

23.2 Further action

Each Participant must do or cause to be done all things necessary or desirable to give effect to, and refrain from doing things that would hinder performance of, this Agreement.

23.3 Variation to be in writing

No agreement or understanding varying this Agreement shall be legally binding unless it is in writing signed by all the Participants.

23.4 Assignment

Each Participant must not assign or attempt to assign or otherwise transfer any right arising out of this Agreement without the written consent of the rest of the other Participants.

23.5 Costs

Each Participant must pay its own costs of negotiating, preparing and executing this Agreement.

23.6 Survival

The continuing obligations described in clause 15.3(b) are independent and survive termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

23.7 No merger

The rights and obligations of a Participant under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

23.8 Further action

Each Participant must, at its own expense, do everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

23.9 Waiver

The failure by a Participant at any time to insist on performance by the other Participant of any obligation under this Agreement is not a waiver of its right:

- (a) to insist on providing of, or to claim damages for breach of, that obligation unless that Participant acknowledges in writing that the failure is a waiver; and
- (b) at any other time to insist on performance of that or any other obligation of the other Participant under this Agreement.

23.10 Severability

If part or all of any clause of this Agreement is illegal or unenforceable it will be severed from this Agreement and will not affect the continued operation of the remaining provisions.

23.11 Entire Agreement

Except for the Project Contribution Plan this agreement records the entire agreement between the Participants.

23.12 Governing law

This Agreement is governed by the laws of or applicable in the Applicable Jurisdiction and the Participants submit to the exclusive jurisdiction of the courts of that Applicable Jurisdiction and of the courts having jurisdiction in appeal from them.

23.13 Compliance with law and policy (CA Clause 29)

Each Participant must, in carrying out its 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 Commonwealth policies as notified by CSIRO in writing from time to time,

including those listed in item 7 of the Agreement Details to the extent these are not inconsistent with any applicable State, Territory, or local authority statutes, regulations, by-laws and policies that are applicable to the Participant.

23.14 Counterparts

This Agreement may be executed in any number of counterparts. All executed counterparts constitute one document.

Signing page

EXECUTED as an agreement

Signed for the COMMONWEALTH
SCIENTIFIC AND INDUSTRIAL
RESEARCH ORGANISATION by its
authorised officer in the presence of



Signature of officer



Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Signed for the AUSTRALIAN MUSEUM by
an authorised officer in the presence of



Signature of officer



Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Signed for the COUNCIL OF HEADS OF
AUSTRALASIAN HERBARIA INC by an
authorised officer in the presence of



Signature of officer



Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Signed for THE COMMONWEALTH OF AUSTRALIA (*as represented by the Department of Agriculture, Fisheries and Forestry*) by an authorised officer in the presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Signed for THE COMMONWEALTH OF AUSTRALIA (*as represented by the Department of Environment and Water Resources*) by an authorised officer in the presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Signed for the MUSEUM VICTORIA by an authorised officer in the presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Signed for the QUEENSLAND MUSEUM by
an authorised officer in the presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Signed for the SOUTHERN CROSS
UNIVERSITY by an authorised officer in the
presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Signed for the TASMANIAN MUSEUM AND
ART GALLERY by an authorised officer in
the presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Signed for the UNIVERSITY OF ADELAIDE
by an authorised officer in the presence of



Signature of officer

Signature of witness



Name of officer (print)

Name of witness (print)

Office held

Schedule 1 - Agreement Details

	Issue	Clause	Details
1.	Commencement Date		1 July 2007
2.	Completion Date		31 March 2012
3.	Confidential Information		Nil.
4.	Insurance	14	(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.
5.	Applicable Jurisdiction	23.12	The Applicable Jurisdiction for this Agreement is the Australian Capital Territory.
6.	Financial reporting		(a) Each Participant must submit to CSIRO: (i) a certificate that all Commonwealth Funding received was expended for the ALA Project and in accordance with this Agreement (ii) an audited detailed statement of income and expenditure in respect of the Commonwealth Funding, which must include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of the Participant's account referred to in clause 8.3; and (iii) an audit statement that the Commonwealth Funding was expended for the ALA Project and in accordance with this Agreement. (b) The certificate referred to in clause 1.1(a)(i) above and the audits referred to in clause 1.1(a)(ii) and 1.1(a)(iii) above must: (i) contain the details, if any, described in Schedule 4; (ii) be provided to CSIRO within one month (or other period specified in Schedule 4) of the end of the Term; (iii) at the other times specified in Schedule 4, if any. (c) The certificate referred to in clause 1.1(a)(i) above must be provided by the person specified in Schedule 4 or, if no person is specified, by the Participant's chief executive officer, chief internal auditor or board member. (d) the audits referred to in (a) (ii) and 1.1(a)(iii) above must: (i) comply with the Australian Auditing Standards; and (ii) be carried out by a person who is: (A) registered as a company auditor under the <i>Corporations Act 2001</i> , or a member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and (B) not a principal, member, shareholder, officer or employee of the Participant (or the Participant's holding

			company, or a subsidiary of the Participant or the Participant's holding company).
7.	Relevant laws and policies	23.13	<p>Each of the Participants acknowledges that to the extent these are not inconsistent with any applicable State, Territory, or local authority statutes, regulations, by-laws and policies that are applicable to the Participant:</p> <ul style="list-style-type: none"> (a) it may have obligations under the Equal Opportunity for Women in the Workplace Act 1999 and it 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 a Participant is 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) It is aware of the provisions of section 79 of the Crimes Act 1914 relating to official secrets; (g) it is aware of its 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; (h) It may be subject to the provisions of the Trade Practices Act 1974 and the Archives Act 1983. <p>Each Participant acknowledges that it must:</p> <ul style="list-style-type: none"> (a) when using Commonwealth premises or facilities (including information systems), comply with the reasonable directions and procedures of the Commonwealth relating to occupational health, safety; (b) ensure that any person who will have access to official secrets within the meaning of section 79 of the <i>Crimes Act 1914</i> signs an acknowledgment that he or she is aware of

			<p>the provisions of that section; and</p> <p>(c) when dealings with its employees, comply with Commonwealth policies on employment, including the <i>Workplace Relations Act 1996</i>, and obligations under relevant occupational health and safety laws.</p> <p>(d) 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.</p>
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Schedule 2 – ALA Project

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.

GENERAL

The Atlas of Living Australia Project 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.

GENERAL OBJECTIVES

The objectives of the ALA Project are to:

- establish, operate and/or provide access to *The Atlas of Living Australia* described in NCRIS Project Plan (Commonwealth Agreement);
- 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.

CONTEXT & SCOPE

Context

The Project has arisen from the process to identify Australia's strategic infrastructure priorities conducted by the National Collaborative Research Infrastructure Strategy (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*. *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;
- 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’.

DELIVERABLES

The deliverables for the ALA Project are:

- A. Framework
- B. Tools
- C. Content
- D. Governance and Management
- E. International Engagement

The ALA in operation

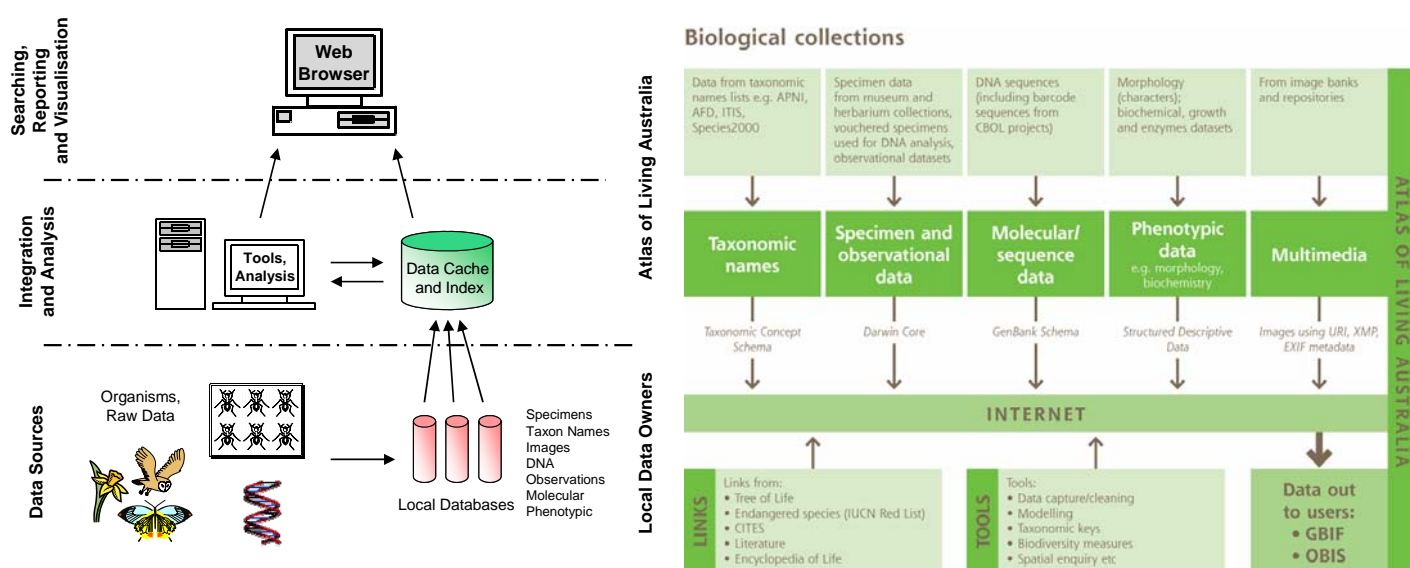
The Atlas will provide access via the internet to information on the identity, taxonomy, appearance, utility, occurrence, distribution, biodiscovery and conservation of Australian plants, animals, fungi and microbes.

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.



A. Framework

A1. 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.

A2. 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.

A3. Data Access and Analysis Infrastructure

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.

B. Tools

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.

C. Content

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.

Access to data input or contribution processes

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.

D. 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.

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.

E. International Engagement

The Atlas will be integrally linked with key international initiatives such as the Encyclopaedia of Life (EOL) and the 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).

ACCESS AND PRICING

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.

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.

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*.

Schedule 3 – Contributions

A. OVERALL

The overall Contributions of Participants and CSIRO to the ALA Project include:

- (a) 1,300,000 additional specimen records of targeted organisms will be added to databases over the Term of the ALA Project which includes:
- 250,000 records captured annually and linked to the ALA
 - 300,000 plant records in the priority areas of lichen, algae, bryophytes and fungi
 - 1,000,000 vertebrate, invertebrate and microbial records
 - DNA Bank data
- (b) Taxonomic names lists
- (c) demonstration projects

The following outlines the amounts and timings of Contributions over the course of the ALA Project:

Participant	Contrib.	2006-07	2007-08	2008-09	2009-10	2010-11	TOTAL
CSIRO	Project	500,000	500,000	500,000	500,000	500,000	2,500,000
	General (CERF)	500,000	500,000	500,000	500,000	0	2,000,000
	Total	1,708,243	1,715,081	1,722,194	1,729,539	1,237,698	8,112,755
Australian Museum	Project	100,000	100,000	100,000	100,000	100,000	500,000
	General	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	Project	100,000	100,000	100,000	100,000	100,000	500,000
	General	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	Project	100,000	100,000	100,000	100,000	100,000	500,000
	General	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	Project	70,000	70,000	70,000	70,000	70,000	350,000
	General	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	Project	30,000	30,000	30,000	30,000	30,000	150,000
	General	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	Project	50,000	50,000	50,000	50,000	12,500	212,500
	General	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
CHAH	Project	500,000	500,000	0	0	0	1,000,000
	General	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	Project	0	0	0	0	0	0
	General	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	Project	389,000	388,454	0	0	0	777,454
	General	0	0	0	0	0	0
	Total	389,000	388,454	0	0	0	777,454

B GENERAL IN-KIND CONTRIBUTIONS

Organisation	Description of Contribution	Amount & Timing
CSIRO	<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. 	Total: \$2,500,000 - \$500,000 per year
CSIRO	<ul style="list-style-type: none"> Provides in-kind support to populate the ALA with taxonomic information. 	Total \$2,000,000 - \$500,000 for each of years 1 to 4.
Australian Museum	<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. 	Total: \$2,000,000 - \$400,000 per year
Museum Victoria	<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. 	Total: \$4,250,000 - \$850,000 per year
Queensland Museum	<ul style="list-style-type: none"> Provides in-kind support towards the ongoing accessioning of new material, curation, maintenance and digitisation of zoological collection in data and associated outputs to populate the ALA. 	Total: \$390,000 - \$78,000 per year
Tasmanian Museum and Art Gallery	<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. 	Total: \$400,000 - \$80,000 per year
University of Adelaide	<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. 	Total: \$90,000 - \$18,000 per year
Southern Cross University	<ul style="list-style-type: none"> Provide in-kind support to generate, manage, curate, maintain and deliver data for the DNA Bank which will be used in populating the ALA. 	Total: \$618,000 - \$145,000 for each year 1 to 4 - \$38,000 for year 5
Australian Virtual Herbarium	<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. 	Total: \$5,000,000 - \$1,000,000 per year
Australian Biological Resources Study - DEWR	<ul style="list-style-type: none"> Provides in-kind support to augment names lists for Australian Biota 	Total: \$1,605,000 - \$321,000 per year
Rest of Museum Community	<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. 	Total: \$6,125,000 - \$1,225,000 per year

B. PROJECT CONTRIBUTIONS

The Participants will provide Project Contributions to amounts provided below, with the details of the Project Contribution to be agreed in the Project Contribution Plan (Schedule 4)

Organisation	Description of Contribution	Amount & Timing
CSIRO	<ul style="list-style-type: none"> populate the ALA with plant, animal and microbial records pursuant to the agreed Project Contribution Plan 	Total: \$2,500,000 - \$500,000 per year
Australian Museum	<ul style="list-style-type: none"> populate the ALA with plant, animal and microbial records pursuant to the agreed Project Contribution Plan 	Total: \$500,000 - \$100,000 per year
Museum Victoria	<ul style="list-style-type: none"> populate the ALA with plant, animal and microbial records pursuant to the agreed Project Contribution Plan 	Total: \$500,000 - \$100,000 per year
Queensland Museum	<ul style="list-style-type: none"> merger of all QM biodiversity databases into the Vernon Collection Management System, and make these data available to the ALA pursuant to the agreed Project Contribution Plan 	Total: \$500,000 - \$100,000 per year
Tasmanian Museum and Art Gallery	<ul style="list-style-type: none"> populate the ALA with plant and animal records pursuant to the agreed Project Contribution Plan 	Total: \$350,000 - \$70,000 per year
University of Adelaide	<ul style="list-style-type: none"> populate the ALA with plant, animal and microbial records pursuant to the agreed Project Contribution Plan 	Total: \$150,000 - \$30,000 per year
Southern Cross University	<ul style="list-style-type: none"> populate the DNA Bank with data..... pursuant to the agreed Project Contribution Plan 	Total: \$212,000 - \$50,000 for each year 1 to 4 - \$12,500 for year 5
Australian Virtual Herbarium	<ul style="list-style-type: none"> populate the ALA with plant records pursuant to the agreed Project Contribution Plan 	Total: \$1,000,000 - \$500,000 per year for years 1 and 2
DAFF - APPD	<ul style="list-style-type: none"> populate the ALA with data on plant pests and diseases pursuant to the agreed Project Contribution Plan subject to Australian Plant Pests Database access protocols. 	Total: \$777,454 - \$389,000 year 1 - \$388,454 year 2

Schedule 4 - Project Contribution Plan

PROJECT CONTRIBUTION PLAN			
Title			
Participant	<i>[Insert name and contact details]</i>		
Term	Start Date: <i>[insert]</i> End Date: <i>[insert]</i>		
Participant Manager	<i>Name and contact details</i>		
Project Contributions	<i>Description and details of the contributions,</i>		
Contribution - Delivery	Deliverable	Target Date	Amount
Access Restrictions	<i>outline any IP rights with respect to the Contributions or Data including, copyright, licensing, terms of use, disclaimers, acknowledgement and citations, sensitive data</i>		
Confidential Information			
Attachments	<i>Detail any attachments, e.g. example of a data license agreement</i>		

Signed for and behalf of CSIRO
(as agent for the ALA Management Committee)

Signed for and behalf of [insert name of Participant]

Position

Date

Schedule 5 – Reporting obligations

The Participants will provide the following Reports to CSIRO:

1. Progress Report

1.1 Content:

- (a) Overview of status of involvement in the ALA Project
- (b) Description on Contributions made to the ALA Project
- (c) Any activities, deviations, explanations with respect to progress against the Project Contribution Plan
- (d) Utilisation of the ALA during the relevant reporting period

1.2 Format:

- (a) In a format required by the Commonwealth and/or CSIRO

1.3 Due date:

- (a) Annually on 30 August for the Term.

2. Final report

2.1 Content:

- (a) Summary of involvement in the ALA Project over the Term
- (b) Description of Contributions made to the ALA Project over the Term
- (c) Highlight any key successes and shortcomings during the ALA Project
- (d) Discussion of the expected future trends in the use of the ALA by the Participant.

2.2 Format:

- (a) In a format required by the Commonwealth and/or CSIRO

2.3 Due date:

- (a) 30 August 2011.