

**QUEENSLAND-SMITHSONIAN  
FELLOWSHIPS FINANCIAL  
INCENTIVE AGREEMENT TERMS  
AND CONDITIONS**  
(version 2024)



These Terms and Conditions form part of the Agreement made

**BETWEEN**

**STATE OF QUEENSLAND** acting through the Department of Environment, Science and Innovation (ABN 46 640 294 485) (“the **Department**”)

**AND**

**THE RECIPIENT** named in the Application as the applicant organisation (“the **Recipient**”)

**BACKGROUND:**

The Queensland Government has established the Queensland-Smithsonian Fellowships program to provide funding for staff from Queensland research, education and cultural organisations to undertake collaborative projects with agencies that are part of the Smithsonian Institution museum and research complex. The programs aim to support Fellows in increasing their knowledge and skills by spending time with collaborators in a Smithsonian Host Organisation.

## **1. Term of this Agreement**

1.1 This Agreement starts on the Agreement Execution Date and ends on the Agreement End Date (**Term**).

## **2. Recipient Obligations**

2.1 The Recipient agrees to support the Project in accordance with this Agreement.

2.2 In supporting the Project, the Recipient must:

- (a) exercise due diligence, care and skill;
- (b) administer the Funding in accordance with this Agreement to support the Fellow to complete the Project, including ensuring that the Funding is used in accordance with the 2024 Program Guidelines on *Using the Fellowship Funds*, including:
  - (i) up to \$7,000 (excluding GST) for travel costs, comprised of one return international economy airfare and associated travel costs (**Travel Costs**); and
  - (ii) \$1,600 (excluding GST) per week to cover the cost of living expenses, including accommodation, meals and
  - (iii) incidental expenses (**Living Expenses**);
- (c) employ the Fellow and pay their salary while the Fellow is visiting the Smithsonian Host Organisation;
- (d) not replace the Fellow named in the Application with another person;
- (e) complete each Deliverable by the relevant Deliverable Due Date;
- (f) ensure that the Fellow completes the Deliverables;
- (g) promptly notify the Department of any matter that may affect the Fellow’s eligibility for Funding under the Guidelines, including:
  - (i) the cessation of employment of the Fellow with the Recipient; or
  - (ii) the Fellow moving residence to outside of the State of Queensland;
- (h) ensure that (where relevant):
  - (i) the Project complies with [National Health and Medical Research Council Guidelines](#) for clinical practice, public health, environmental health and ethics;

- (ii) the Project complies with the [Code of Ethical Practice for Biotechnology](#) in Queensland covering all areas of biotechnology activity including health care, agriculture, food and the environment;
- (iii) the Project complies with the [Biodiscovery Act 2004](#) (Qld);
- (iv) the Project is cleared by all relevant ethical committees prescribed by the Recipient organisation's research rules; and
- (v) evidence of compliance with this clause is provided, promptly upon request by the Department;
- (i) not assign, transfer or subcontract its obligations;
- (j) immediately notify the Department of any actual or suspected breach of these Terms and Conditions or any matter that may affect the performance of this Agreement by the Recipient; and
- (k) comply with all relevant laws.

### **3. Deliverables, records, access and audit**

#### **3.1 The Recipient agrees to:**

- (a) submit the Fellowship Report by the relevant Deliverable Due Date, as outlined in Schedule 2;
- (b) submit an interim Fellowship Report if the Project ends prematurely or if there are significant changes to the Project described in the Application;
- (c) maintain Records for expenditure on the Travel Costs;
- (d) provide additional Financial Acquittal Statements in relation to expenditure of the Funding, promptly upon request by the Department;
- (e) provide information to the Department regarding the outcomes of the Project up to 24 months after submitting the Fellowship Report, if requested by the Department;
- (f) provide any additional information reasonably requested by the Department, including the completion of surveys about the Project; and
- (g) allow the Department's Personnel to access the Recipient's premises and inspect Records and documentation related to this Agreement and/or audit the performance of this Agreement, upon receipt of at least 2 Business Days' prior notice.

### **4. Payment**

- 4.1 The Department agrees to pay each Funding Instalment Amount to the Recipient upon the Recipient achieving the relevant Deliverable by the relevant Deliverable Due Date, as outlined in Schedule 2.
- 4.2 The Department may by notice withhold payment of any Funding amount where it reasonably believes the Recipient has not complied with this Agreement or is unable to undertake any part of this Agreement.
- 4.3 A notice under clause 4.2 will contain the reasons for any payment being withheld and the steps the Recipient can take to address those reasons.
- 4.4 The Department will pay the withheld amount once the Recipient has, to the Department's satisfaction, addressed the reasons contained in a notice under clause 4.2.
- 4.5 The Department may defer or reduce the amount of a Funding Instalment Amount due and payable by the Department to the Recipient under this Agreement where the Fellowship Report or Financial Acquittal Statement reveals that the Recipient holds unspent Funding. The Department will pay the deferred or withheld funding upon receiving evidence, to the Department's satisfaction, of expenditure of the unspent Funding.
- 4.6 The Recipient acknowledges that the Department has no obligation to provide the Recipient with funding or assistance of any kind in excess of the Funding or beyond the Term.

### **5. Repayment**

#### **5.1 If:**

- (a) any of the Funding has been spent other than in accordance with this Agreement; or
- (b) any amount of the Funding paid by the Department to the Recipient under this Agreement is surplus to program requirements,

**(Repayment Amount)** the Recipient must promptly repay that amount to the Department, which will be a debt due to and recoverable by the Department.

- 5.2 The Department may, at its election, deduct all or part of the Repayment Amount from subsequent payments of the Funding under this Agreement.

## 6. Intellectual Property Rights

- 6.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights in Material produced by either Party (or the Fellow) prior to, or independently of, this Agreement.
- 6.2 Subject to clause 6.3, the Department hereby expressly disclaims any legal or equitable interest in the Project Material.
- 6.3 Intellectual Property Rights in the Fellowship Report or any other reports provided under this Agreement **(Department IP)** vest upon creation in the Department.
- 6.4 The Recipient grants to the Department an irrevocable, perpetual, non-exclusive, world-wide, royalty-free licence (including right of sublicense) to use, adapt, reproduce and publish any photos and videos either:
- (a) comprised within Project Intellectual Property Rights; or
  - (b) produced by or on behalf of the Recipient for publicity or media purposes,
- (Department Licence)** for the Department's non-commercial purposes.
- 6.5 The Recipient must do all things necessary (including obtaining consents) to ensure:
- (a) the vesting of the Department IP in accordance with clause 6.3; and
  - (b) the licensing of the Department Licence in accordance with clause 6.4.
- 6.6 The Recipient expressly consents, and must ensure that its employees, including the Fellow, provide express written consent, to the exercise of rights by the Department as contemplated in clause 6.4, in relation to the personal information and likeness of the Recipient and/or its employees comprised in any photos and videos.
- 6.7 The Recipient must use reasonable endeavours to obtain the express written consent of any other person or third party, to the exercise of rights by the Department as contemplated in clause 6.4, in relation to the personal information and likeness of the other person or third party comprised in any photos and videos.
- 6.8 Upon request by the Department, the Recipient must promptly provide copies of the express written consents obtained pursuant to clause 6.6 and 6.7.

## 7. Acknowledgements

- 7.1 The Recipient agrees to acknowledge the Department's support in connection with this Agreement by including the following wording in the relevant Public Statements: "supported by the Department of Environment, Science and Innovation's *Queensland – Smithsonian Fellowship Program*".
- 7.2 The Department may publicly disclose details of the Recipient, Fellow, Funding, the Agreement and the general details of the Project, subject to its obligations under clause 9.
- 7.3 Each Party agree to make their officers available for media opportunities upon receipt of reasonable prior notice from the other Party.
- 7.4 Notwithstanding any other provision of this Agreement and unless otherwise notified by the Department, the Recipient must not make any Public Statement, announcement or publish any material about the success or otherwise of the Application or this Agreement, prior to a public announcement being made by either the Department or the relevant Minister.

## 8. Privacy

- 8.1 When dealing with Personal Information in performing their obligations, the Parties agree not to do anything which would be a breach of any applicable privacy law, including an Information Privacy Principle.

## 9. Confidentiality

- 9.1 A Receiver of Confidential Information:
- (a) must not, without the prior written approval of the Discloser, use, make public or disclose to any person any Confidential Information;

- (b) must immediately notify the Discloser if it becomes aware of any unauthorised use or disclosure of the Confidential Information;
- (c) must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it;
- (d) subject to clause 9.1(e), may disclose Confidential Information only:
  - (i) to its Personnel who are aware that the Confidential Information is confidential and are subject to the same obligations of confidentiality as the Receiver and only to the extent necessary to exercise its rights and perform its obligations under this Agreement;
  - (ii) to the extent required by law, provided that the Receiver uses its best endeavours to immediately notify the Discloser prior to the information being disclosed; and
  - (iii) to the Receiver's professional advisers on a confidential and "need to know" basis;
- (e) where the Receiver is the Department:
  - (i) to the responsible Minister administering the Department and their personal and departmental advisers;
  - (ii) in response to a request by the Parliament to a Committee of the Parliament of the State of Queensland; or
  - (iii) where disclosure is required to be made in accordance with established governmental policies, procedures and for public accountability purposes; and
- (f) must ensure that its Personnel comply with any obligations of confidentiality in relation to the Confidential Information and must enforce those obligations in case of breach.

## 10. Dispute resolution

- 10.1 Subject to clause 10.6, the Parties will adhere to the following procedure in relation to disputes arising from this Agreement, prior to the commencement of litigation or other external dispute resolution procedure.
- 10.2 The Contact Officer for a party may notify the other in writing of the occurrence of a dispute (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
- 10.3 If the Contact Officers are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred to:
  - (a) for the Recipient, the person holding the position of Chief Executive Officer (or equivalent); and
  - (b) for the Department, the Deputy Director General or the Director General of the Department, for resolution.
- 10.4 If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 10.3, the Parties may agree to refer the dispute to a mediator agreed by the Parties and on terms agreed by the Parties, with costs to be shared equally between the Parties.
- 10.5 The Parties agree to continue to perform their respective obligations under this Agreement while a dispute exists.
- 10.6 The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

## 11. Termination for default

- 11.1 The Department may terminate this Agreement immediately by notice to the Recipient where the Recipient:
  - (a) has breached this Agreement, if the Department reasonably considers such breach is not capable of remedy;
  - (b) has submitted information in the Application for Funding which is found to have been false or misleading;
  - (c) has failed (or the Fellow has failed) to maintain, in the Department's opinion, satisfactory progress towards completion of the Project;
  - (d) has become (or the Fellow has become) ineligible for Funding under the Guidelines;
  - (e) has withdrawn (or the Fellow has withdrawn) from the Project; or

- (f) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 11.2 The Department may immediately terminate this Agreement by notice, if the Recipient has failed to remedy a breach of this Agreement within 20 business days of service of a notice on the Recipient detailing the breach.
- 11.3 Upon termination or expiration of this Agreement, the Recipient must (within 20 business days):
  - (a) deliver to the Department a report outlining the activities undertaken and the Project outcomes at the date of termination or expiration, in a format notified by the Department; and
  - (b) pay to the Department any unspent or legally uncommitted Funding, or Funding not spent in accordance with this Agreement, which will be a debt due to and recoverable by the Department.

## 12. Termination for convenience

- 12.1 The Department may at any time, by giving 20 business day's written notice to the Recipient (**Termination Notice**), terminate this Agreement for convenience, including for a Machinery of Government Change.
- 12.2 The Recipient must, on receipt of a Termination Notice, immediately cease the performance of its obligations as specified in the Termination Notice, and take all available steps to minimise loss resulting from that termination.
- 12.3 In the event of termination under clause 12.1, the Department will be liable only to:
  - (a) pay any part of the Funding due and owing for activities performed to the Department's satisfaction to the Recipient under this Agreement at the date of the Termination Notice; and
  - (b) reimburse any reasonable expenses the Recipient unavoidably incurs that relate directly to the termination and are not covered by 12.3(a).
- 12.4 The Parties agree that the Department's liability to pay any amount under this clause:
  - (a) is subject to the Recipient's compliance with this Agreement; and
  - (b) will not exceed the total amount of the Funding payable pursuant to this Agreement.

## 13. Indemnities

- 13.1 Subject to clause 13.4, the Parties agree that the Department's liability in connection with this Agreement is limited in aggregate to the Funding amount.
- 13.2 The Recipient is liable for and indemnifies the Department and its Representatives against any claim, liability, loss, damage, cost or expense arising from or incurred in connection with:
  - (a) any unlawful, fraudulent or negligent act or omission of the Recipient and its Representatives (including the Fellow) arising out of or in connection with this Agreement;
  - (b) the Recipient's or its Representatives' (including the Fellow or any person for whose conduct the Recipient is liable) performance or breach of this Agreement;
  - (c) personal injury (including sickness and death) of any person arising out of or in connection with performance or breach of this Agreement by the Recipient or its Representatives;
  - (d) property damage or loss arising out of or in connection with the performance or breach of this Agreement by the Recipient (including damage or loss to property of the Department or any third party); and
  - (e) any actual or alleged infringement of any Intellectual Property Rights or Moral Rights.
- 13.3 The Recipient's obligation to indemnify the Department will reduce proportionally to the extent that any negligent act or omission of the Department or any of its Representatives directly caused or contributed to the claim, liability, loss, damage cost or expense.
- 13.4 Neither Party will in any circumstances be liable for any loss of revenue, profit, opportunity, goodwill, reputation or any indirect or consequential loss arising out of or in connection with this Agreement.
- 13.5 The Recipient releases, to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with the Project and this Agreement.

## 14. Insurance

- (a) The Recipient must ensure that adequate insurance is effected and maintained by it or the Fellow (as

applicable) during the Term at minimum as outlined in Item 12 of Schedule 1 of this Agreement, with an insurer and on terms approved in writing by the Department (such approval not to be unreasonably withheld).

- (b) The Recipient must provide evidence in a form acceptable to the Department (acting reasonably) of currency of the insurance required under clause 14(a), promptly upon request by the Department.

## 15. GST

- 15.1 Unless otherwise stated, all amounts payable are exclusive of GST.
- 15.2 The Parties agree to use all reasonable endeavours to assist each other in meeting their lawful obligations under the GST Act.

## 16. General

- 16.1 **Governing Law** – This Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland.
- 16.2 **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications and negotiations (oral or written) between the Parties.
- 16.3 **Relationship between the Parties** – A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.
- 16.4 **Waiver** – No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving Party. A failure by a Party to enforce any provision of this Agreement will not constitute a waiver of that Party's rights.
- 16.5 **Severability** – The invalidity or unenforceability of any provision of this Agreement does not invalidate the remaining provisions. Any illegal or invalid provision will be severable, and all other provisions will remain in effect.
- 16.6 **Variation** – This Agreement may be varied in writing only, signed by the Parties.
- 16.7 **Force Majeure** – The time for a Party (**Affected Party**) to meet its obligations under this Agreement may be suspended or extended (as applicable) in the event of a Force Majeure, but for no longer than the duration of the relevant Force Majeure event. The Affected Party must immediately give notice to the other Party in writing of the Force Majeure, and use its reasonable endeavours to mitigate the effect of, and remedy, the event of Force Majeure. If the Force Majeure continues 20 consecutive Business Days, the Affected Party may terminate the Agreement by giving written notice to the other party, in which case the requirements of clause 11.3 will apply.
- 16.8 **Counterparts** – The Agreement may be signed in any number of counterparts which, taken together, constitute one document.
- 16.9 **Precedence** – If any inconsistency exists between:
- (a) these Terms and Conditions;
  - (b) the Application; and
  - (c) the Guidelines,
- the provisions listed highest above will take precedence over those listed lower to the extent necessary to resolve the inconsistency.

## 17. Definitions

- 17.1 In this Agreement, unless the contrary appears:

**Agreement** means these Terms and Conditions, including the Schedules.

**Agreement End Date** means the date set out in Item 9 of Schedule 1.

**Agreement Execution Date** means the date set out in Item 8 of Schedule 1.

**Application** means the Queensland-Smithsonian Fellowships funding application document and any annexures to it, attached to these Terms and Conditions in Schedule 4.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

**Confidential Information** of a Party (“the **Discloser**”) means information belonging to the Discloser and its activities of which the other Party (“the **Receiver**”) becomes aware in connection with this Agreement or in the course of the Project that by its nature is confidential, is communicated as confidential or the Receiver knows or ought to know is confidential and includes information:

- (a) relating to any Intellectual Property Rights of the Discloser;
- (b) relating to the internal management and structure of the Discloser or the personnel, internal policies and strategies of the Discloser;
- (c) that is of actual or potential commercial value to the Discloser; or
- (d) concerning the commercial operations, financial arrangements or affairs of the Discloser;
- (e) concerning the clients, affiliates and suppliers of the Discloser,

but does not include information:

- (f) which is publicly known, other than by breach of this Agreement; or
- (g) which is lawfully received from a third party by a Party prior to any obligation of confidentiality, or independently developed by a Party; or
- (h) that a Party is required by law, or by this Agreement, to disclose.

**Contact Officer** means the Contact Officer of each Party specified in Item 13 of Schedule 1.

**Deliverable Due Date** means the due date for a particular Deliverable, as set out in Schedule 2.

**Deliverables** means the performance requirements set out in Schedule 2.

**Department** means the State of Queensland as represented by the Department of Environment, Science and Innovation ABN 46 640 294 485.

**Discloser** has the meaning given in the definition of “Confidential Information” set out in clause 17.1.

**Fellow** means the person named in the Application as the Fellow, supported under this Agreement and set out in Item 2 of Schedule 1.

**Fellowship Report** means a report the Fellow is required to prepare and the Recipient is required to endorse and submit to the Department as set out in Item 11 of Schedule 1 or as otherwise requested by the Department from time to time.

**Financial Acquittal Statement** means a report about the Recipient’s financial expenditure in connection with performing the Deliverables.

**Force Majeure** means any circumstance beyond the reasonable control of a Party which results in that Party being unable to observe or perform on time an obligation under this Agreement, including:

- (a) acts of God, lightning, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) pandemics and epidemics that prevent the Fellow from travelling to the Smithsonian Host Organisation;
- (c) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (d) industrial strikes.

**Funding** means the money, or any part of it, payable by the Department to the Recipient in accordance with this Agreement, the total amount of which is set out in Item 10 of Schedule 1.

**Funding Instalment Amount** means the amount of Funding payable in respect of each Deliverable, as set out in Schedule 2.

**GST** means “GST” as defined in the GST Act and includes:

- (a) amounts payable on account of a notional liability in accordance with Division 177 of the GST Act; and
- (b) “GST equivalent” payments under the *GST and Related Matters Act 2000* (Qld) (or similar payments under corresponding legislation of any other State or Territory).

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

**Guidelines** means the Queensland-Smithsonian Fellowships program guidelines document published by the Department, and attached in Schedule 3.

**Information Privacy Principle** has the same meaning as in the *Information Privacy Act 2009* (Qld).

**Intellectual Property Rights** means any:

- (a) invention or discovery;

- (b) manner, method or process of manufacture;
- (c) drawing or design;
- (d) improvement;
- (e) patent, application for a patent, or right to apply for a patent;
- (f) common law or registered trademark; and
- (g) copyright or other rights in the nature of copyright subsisting in any works including reports, software and circuit layouts.

**Living Expenses** has the meaning given in clause 2.2(b)(ii).

**Machinery of Government Change** means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

**Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

**Moral Rights** means the moral rights granted under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

**Party** means the Recipient or the Department, as the context requires.

**Personal Information** has the same meaning as in the *Information Privacy Act 2009* (Qld).

**Personnel** means a Party's officers, employees, contractors and agents.

**Project** means the Queensland-Smithsonian Fellowships project outlined in the Application and more particularly described in Item 3 and Item 4 of Schedule 1.

**Project Material** means all the Material created by the Fellow in the course of undertaking the Project.

**Public Statement** means any formal statement or address by the Recipient or on the Recipient's behalf in relation to the Project which is intended for the public domain, including:

- (a) media releases about the Project;
- (b) discussions about the Project with television or newspaper journalists;
- (c) presentations at conferences about the Project;
- (d) promotional and advertising material; and
- (e) any recording or publication resulting from the Project (including reprints) which is intended to be distributed into the public domain.

**Receiver** has the meaning given in the definition of "Confidential Information" set out in clause 17.1.

**Recipient** means the applicant organisation specified in the Application.

**Records** means any agreement, report, book of account, statement, transaction record and operating record relating to the Project.

**Representative** means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a Party.

**Schedule** means a schedule to these Terms and Conditions.

**Smithsonian Host Organisation** means the international Smithsonian Institution agency where the Fellow will work while overseas, named in the Application and set out in Item 5 of Schedule 1.

**Term** has the meaning given in clause 1.1.

**Terms and Conditions** means the terms and conditions contained in this document.

**Travel Costs** has the meaning given in clause 2.2(b)(i).

**Travel Dates** means the departure and arrival dates outlined in the Application and set out in Item 6 of Schedule 1.

**Travel End Date** means the date on which the Fellow will return to Australia following the completion of the overseas visit as described in the Application and set out in Item 7 of Schedule 1.

17.2 In these Terms and Conditions, except where the context otherwise requires:

- (a) a reference to a Party, includes the Party's executors, administrators, successors, and substitutes;
- (b) the meaning of general words is not limited by specific examples;
- (c) **includes** in any form is not a word of limitation;



- (d) a reference to a government entity includes any successor or replacement government entity;
- (e) a reference to a document includes the document as altered, amended or replaced from time to time;
- (f) a rule of construction does not apply to the disadvantage of a Party because that Party drafted the Terms and Conditions; and
- (g) where an obligation must be performed on a day that is not a business day, the obligation must be performed on or by the next business day.

## **18. Notices**

1.2 Each communication (including each notice, consent, approval, request and demand) in connection with this Agreement to be given by either Party to the other:

- (a) must be in writing;
- (b) must be signed by the Party making it (or by a person duly authorised by that Party), except a communication sent by email which is not required to be signed but must be sent from an authorised person;
- (c) must be addressed in accordance with Item 13 of Schedule 1 or as otherwise notified from time to time;
- (d) must be delivered to that address by hand or posted by pre-paid post to the address of the addressee, in accordance with clause 18.1(c); and
- (e) is taken to have been received by the addressee:
  - (i) where sent by pre-paid post – on the fifth day after the date of posting; or
  - (ii) where sent by email – on the day that the sender’s information system records the email as being sent, unless the Party sending the email knows or reasonably ought to suspect that the email and any attached communication were not delivered to the addressee’s information system; or
  - (iii) where hand delivered – on delivery,but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

## **19. Survival**

1.3 The following clauses survive the termination or expiry of this Agreement:

- (a) Clause 3 – Deliverables, records, access and audit
- (b) Clause 5 – Repayment
- (c) Clause 6 – Intellectual Property Rights
- (d) Clause 7 – Acknowledgements
- (e) Clause 8 – Privacy
- (f) Clause 9 – Confidentiality
- (g) Clause 11 – Termination for default
- (h) Clause 12 – Termination for convenience
- (i) Clause 13 – Indemnities
- (j) Clause 15 – GST
- (k) Clause 16 – General, and
- (l) Clause 19 – Survival.

**SCHEDULE 1 – PROJECT DETAILS**

<b>1.</b>	<b>Recipient</b>	<i>The applicant organisation named in the Application.</i>
<b>2.</b>	<b>Fellow</b>	<i>The proposed Fellow named in the Application.</i>
<b>3.</b>	<b>Project title</b>	<i>The Project title from the Application.</i>
<b>4.</b>	<b>Project description</b>	<i>The Project description from the Application.</i>
<b>5.</b>	<b>Smithsonian Host Organisation(s):</b>	<i>The specific Smithsonian Institution agency/agencies where the Fellow will work while overseas, as named in the Application.</i>
<b>6.</b>	<b>Departure Date</b>	<i>The Travel Date from the Application.</i>
<b>7.</b>	<b>Travel End Date</b>	<i>The date that the Fellow returns to Queensland following the completion of the international visit outlined in the Application.</i>
<b>8.</b>	<b>Agreement Execution Date</b>	<i>The date that the last Party signs the Agreement.</i>
<b>9.</b>	<b>Agreement End Date</b>	<i>6 months after the Travel End Date.</i>
<b>10.</b>	<b>Funding*</b>	<i>From \$19,800 to \$32,600 (excluding GST), depending on the duration of the international visit (8 to 16 weeks).</i>
<b>11.</b>	<b>Fellowship Report</b>	<p>The Recipient will be provided a report template from the Department. Content for inclusion will include information on the:</p> <ul style="list-style-type: none"> <li>• project overview;</li> <li>• activities;</li> <li>• findings;</li> <li>• project outputs;</li> <li>• real world outcomes;</li> <li>• enhanced Skills and career for the Fellow;</li> <li>• increased collaboration between Queensland and Smithsonian Institution; and</li> <li>• efficiency and design of the Queensland-Smithsonian Fellowships program.</li> </ul>
<b>12.</b>	<b>Insurance</b>	<ul style="list-style-type: none"> <li>• Public liability (or equivalent) insurance for the amount of at least \$10,000,000, in respect of each claim.</li> <li>• Workers' compensation (or equivalent) insurance for the Recipient's employees (including the Fellow) as required by law, which, to avoid doubt, includes any applicable law of the place in which the Smithsonian Host Organisation is located.</li> <li>• Personal injury / accident, health and travel insurance appropriate and relevant to the Fellow's overseas travel and visit to the Smithsonian Host Organisation.</li> </ul>

<b>13. Contact Officers</b>	<p><b>For the Department:</b></p> <p>The Director Science Partnerships and Development Department of Environment, Science and Innovation Level 3, Ecosciences Precinct Block B 41 Boggo Road, Dutton Park QLD 4102 GPO BOX 5078, Brisbane QLD 4001 <a href="mailto:science.grants@des.qld.gov.au">science.grants@des.qld.gov.au</a></p> <p><b>For the Recipient:</b></p> <p><i>Recipient details to be added.</i></p>
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\* No GST is payable on this grant.

**SCHEDULE 2 – DELIVERABLES AND PAYMENTS**

<b>Deliverable No.</b>	<b>Deliverable details</b>	<b>Funding Instalment Amount</b>	<b>Deliverable Due Date</b>
<b>1</b>	<ul style="list-style-type: none"> <li>Confirmation by the Recipient and/or Fellow of the details in Schedule 1 (Project details).</li> <li>The approval of the Application as evidenced by the execution of the Agreement by the authorised officer from the Department.</li> <li>Where the Recipient is not registered for GST, the provision of a valid invoice by the Recipient.</li> </ul>	The total Funding amount awarded less \$2,000 (excluding GST)	Within 10 Business Days of approval of the Application by the Department.
<b>2</b>	<ul style="list-style-type: none"> <li>The submission of a Fellowship Report satisfactory to the Department.</li> <li>The provision of a Financial Acquittal Statement detailing the expenditure of the Travel Costs and confirming the duration of the Fellowship (e.g. the number of weeks claimed for Living Expenses).</li> <li>Where the Recipient is not registered for GST, the provision of a valid invoice by the Recipient.</li> </ul>	\$2,000 (excluding GST)	3 months after the Travel End Date.

## **SCHEDULE 3 – GUIDELINES 2023**

Available: <https://science.des.qld.gov.au/funding/queensland-smithsonian-fellowships-program/QSF-2024-guidelines.html>

## **SCHEDULE 4 – APPLICATION**

## FINANCIAL INCENTIVE AGREEMENT EXECUTION PAGE

Executed as an **Agreement** and dated \_\_\_\_\_.

**Signed** for and on behalf of the **State of Queensland** acting through the **Department of Environment, Science and Innovation ABN 46 640 294 485** by

\_\_\_\_\_  
(full name and position)  
a person duly authorised to act in that behalf in  
the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date