NOTICE OF AMENDMENTS TO ALL VERSION 4 AND VERSION 5 NHMRC RESEARCHER SUPPORT SCHEMES DEEDS OF AGREEMENT

1. In accordance with clause 2.5 of each Version 4 and Version 5 NHMRC Researcher Support Schemes Deed of Agreement between your Administering Institution and the Commonwealth represented by NHMRC (each being an 'Agreement'), this notice is to advise your Administering Institution of some amendments to each Agreement.

2. In accordance with clause 2.5, these amendments are made by the Commonwealth represented by NHMRC in good faith and for the good and proper administration of research funding.

3. The amendments to each Agreement are set out in Attachment A to this Notice.

4. The amendments contained, and the NHMRC Direct Research Costs Guidelines referred to, in this Notice will take effect on 1 January 2014.

5. Subject to the amendments in Attachment A, the terms of each Agreement (as varied in accordance with the Agreement prior to this Notice taking effect) remain in full force and effect.

6. NHMRC looks forward to continuing to work with your Administering Institution under the Agreement as amended by this Notice.

Yours sincerely

[Signature]

Professor Warwick Anderson
Chief Executive Officer
National Health and Medical Research Council
30 October 2013
ATTACHMENT A TO THE NOTICE OF AMENDMENTS TO ALL VERSION 4 AND VERSION 5 NHMRC RESEARCHER SUPPORT SCHEMES DEEDS OF AGREEMENT

Each Agreement is amended as set out in this Attachment:

A. The definition of "Administrative Costs" in clause 1.1 is deleted and replaced with the following:

"Administrative Costs" means costs that are not Direct Research Costs;

B. The following words are inserted at the end of the definition of "Approved Budget": "(noting the term “DRCs” in Item F of the Schedule refers to allowance(s) provided by the Commonwealth for the Award, as detailed in the relevant NHMRC Researcher Support Scheme rules and notified to the Institution)."

C. The following new definition of "Direct Research Costs" is inserted in clause 1.1 in its correct alphabetical position:

"Direct Research Costs" means direct research costs as described in the NHMRC Direct Research Costs Guidelines;

D. The following new definition of "Information Commissioner" is inserted in clause 1.1 in its correct alphabetical position:

"Information Commissioner" means any of the information officers appointed under the Australian Information Commissioner Act 2010 (Cth) when exercising the privacy functions set out in section 9 of that Act;

E. The definition of "Information Privacy Principles" in clause 1.1 is deleted.

F. The following new definition of "NHMRC Direct Research Costs Guidelines" is inserted in clause 1.1 in its correct alphabetical position:

"NHMRC Direct Research Costs Guidelines" means the guidelines of that name, that are published by NHMRC on its website and which describe direct research costs;

G. Clauses 2.2(c) to 2.2(e) inclusive are deleted and replaced with the following:

"(c) ensure that all of the Direct Research Costs and Administrative Costs required for each Award are met."
H. The following new clause 2.3A is inserted:

“2.3A The Institution:

a) acknowledges that NHMRC may, at any time during the term of this Agreement, vary NHMRC Direct Research Costs Guidelines and/or any other NHMRC guidelines listed in Annexure A; and

b) will not be required to comply with any variation specified in clause 2.3A a) that is notified to it by NHMRC until the date specified in that notice or any other date specified in writing by NHMRC. This date will be determined by NHMRC having regard to the nature of the variation and the Institution and its role in administering the Funds under this Agreement.”

I. Clause 4.3 is amended by inserting the following sentence at the beginning of that clause:

"The Funds provided for an Award may only be spent on the Award's Direct Research Costs."

J. Clause 6.1 is amended by deleting the first sentence of the clause and replacing it with the following sentence:

"Notwithstanding anything to the contrary in the Schedule, the Institution shall by 30 April of each year, or upon written notice given by the Commonwealth, provide the Commonwealth with a written Annual Financial Report on each Award relating to the previous calendar year, in the format notified by NHMRC”; and

K. Clause 6.2 and clause 6.5 are each amended by replacing the words "31 March" with the words "30 April".

L. The Agreement is amended by inserting the words “(2013)” after any reference to the words “National Principles of Intellectual Property Management for Publicly Funded Research”.

M. Any reference to “Equal Opportunity for Women in the Workplace Act 1999 (Cth)” in the Agreement is deleted and replaced with the words “Workplace Gender Equality Act 2012”.

N. Clause 22 is deleted and replaced with the following new clause 22:

“22. PROTECTION OF PERSONAL INFORMATION

22.1 The Institution agrees, in relation to the Award:
a. not to do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the Privacy Act 1988 (Cth);

b. to ensure that any person under the control of the Institution who has access to any Personal Information is made aware of, and undertakes in writing, to observe the Institution’s obligations under this clause 22;

c. to comply with any Commonwealth directions, guidelines, determinations or recommendations, to the extent that they are consistent with the Institution’s obligations under clause 22.1.a;

d. not to transfer Personal Information held in connection with this Agreement outside Australia, or to allow parties outside Australia to have access to it, without the Commonwealth’s prior approval; and

e. to comply with any policy guidelines laid down by the Commonwealth or issued by the Information Commissioner from time to time relating to the handling of Personal Information.”

O. Annexure A is amended as follows:

a. any reference to the “National Statement on Ethical Conduct in Research Involving Humans” or the “National Statement on Ethical Conduct in Research Involving Humans (NHMRC, 1999)” is deleted and replaced with a reference to the “National Statement on Ethical Conduct in Human Research (2007 – updated May 2013)”;

b. any reference to the “Joint AVCC/NHMRC Statement and Guidelines on Research Practice” or the “Joint NHMRC/AVCC Statement and Guidelines on Research Practice (1997)” is deleted and replaced with a reference to the “Australian Code for the Responsible Conduct of Research (2007)”;

c. any reference to the “Australian Code of Practice for the Care and Use of Animals for Scientific Purposes” or the “Australian Code of Practice for the Care and use of Animals for Scientific Purposes (NHMRC, 2004)” is deleted and replaced with a reference to the “Australian code for the care and use of animals for scientific purposes, 8th edition (2013)”;

d. any reference to the “Guidelines on Ethical matters in Aboriginal and Torres Strait Islander Health Research (Interim) 1991 [under review]” is deleted and replaced with a reference to “Value and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research (2003)”;

e. any reference to “Ethical Guidelines on Assisted Reproductive Technology (1996) [under review]” or “Ethical Guidelines on the use of Assisted
Reproductive Technology in Clinical Practice and Research (NHMRC, 2004) is deleted and replaced with a reference to “Ethical Guidelines on the Use of Assisted Reproductive Technology in Clinical Practice and Research (2007)”; and

f. any reference to the “Guidelines for Genetic Registers and Associated Genetic Material 1999” or “Guidelines for Genetic Registers and Associated Genetic Material (NHMRC, 1999)” is deleted.