



Australian Government

**Department of Innovation
Industry, Science and Research**

Australian Space Research Program

Program Guidelines

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1 Introduction

The Australian Space Research Program will provide \$40 million over four years through a competitive merit-based grants program to support *space-related* research, education and innovation activities.

The Department of Innovation, Industry, Science and Research (the **Department**) is responsible for administering the program.

These guidelines set out the rules for the operation of the Australian Space Research Program. Applicants should read these guidelines and any related documents carefully before completing an application.

1.1 Program objective

The objective of the Australian Space Research Program is to develop Australia's niche space capabilities by supporting *space-related* research, innovation and skills in areas of national significance or excellence.

Under the Australian Space Research Program, *space-related* means:

- (a) the designing, building, testing, installation, deployment and/or operation of hardware or systems developed:
 - (i) to be located in space;
 - (ii) for the purpose of getting into or returning from space; or
 - (iii) for the purpose of getting data or information to or from space;
- (b) the design, development, testing, installation and/or use of applications that require the operation of hardware or systems listed at (a);
- (c) governance arrangements (such as legal, management and advisory structures) to support space hardware, systems or applications listed at (a) and (b); or
- (d) research into the environment in which space hardware or systems listed at (a) operate.

For the purposes of the program, *space-related* does not include *astronomy*, astrophysics and cosmology.

To achieve the objective, the program provides two types of grants, Stream A- Space Education Development grants and Stream B – Space Science and Innovation Project grants.

1.2 Stream A – Space Education Development grants

Stream A supports *student* projects and educational activities, including international education opportunities and the establishment of national space education programs and centres of expertise for space education.

To qualify for Stream A, a project or educational activity must be *student*-focussed and involve *space-related* activities.

A *student*-focussed activity's main aim must be to encourage or facilitate the participation of students in *space-related* fields of study, research or work.

Stream A provides grants of between \$200,000 to \$1 million (excluding GST) for projects of up to three years in duration to consortia comprising at least one *university* and one *other partner*. The consortium must be led by the *university* applicant. Stream A grants must be matched by cash and/or in-kind contributions from the consortium, and will be awarded to successful applicants to build a significant program of *student*-focussed *space-related* activity around Australia.

Examples of the kinds of projects that might be supported under Stream A include:

- (a) a program of *student*-focussed activities involving space technologies and systems. There could also be the potential to launch and operate such technologies and systems;
- (b) Australian *universities* and other educational organisations could model their own centre of space capability on (or indeed collaborate with) international universities that have space expertise, such as the University of Toronto Space Flight Laboratory, or the University of Surrey – Surrey Satellite Technology;
- (c) *universities* could develop *student*-focussed *space-related* undergraduate and graduate programs; and
- (d) collaborations between universities and secondary or other education institutions to encourage *student* participation in *space-related* activities.

1.3 Stream B - Space Science and Innovation Project grants

Stream B supports collaborative space research and innovation projects involving the development of Australia's niche space capability in areas of strategic national priority. International collaboration is encouraged.

To qualify for Stream B, a project must involve *space-related* activities.

Stream B provides grants of between \$1 million to \$5 million (excluding GST) for projects of up to three years duration for consortia comprising at least one *university* or *research institution*, and one *industry partner*, any one of whom may be the applicant (although, the consortium must be led by the applicant). Stream B grants must be matched by cash and/or in-kind contributions from the consortium.

Examples of the kinds of projects that might be supported under Stream B include:

- (a) development of software and support systems for mapping, analysis, tracking or monitoring purposes from space-based information;
- (b) development of new applications software or satellite payloads to gain an improved understanding of strategic issues, for example climate change;
- (c) development of small satellites to complement existing disaster management hardware and systems or for testing and demonstration purposes;

- (d) governance arrangements to support the operation of satellites such as the development, facilitation or participation in international fora on mitigating space debris; and
- (e) development of telecoms, telemetry, command or control software or systems.

1.4 Stream A or Stream B project?

An eligible project may comprise either a Stream A project or a Stream B project but not both. However, an applicant may apply for both a Stream A project and a Stream B project separately under the same round. Stream A projects may include some research and innovation related activities and Stream B projects may include some education related activities.

2 Roles and responsibilities

2.1 Minister

The Minister for Innovation, Industry, Science and Research (the **Minister**) has overall responsibility for the Australian Space Research Program and has issued these guidelines for the operation of the program. The Minister may amend these guidelines from time to time. The Minister has appointed a Program Delegate to carry out certain functions as identified in these guidelines.

2.2 Program Delegate

The Program Delegate is an employee of the Department who has been empowered by the Minister, or is otherwise duly authorised, to carry out relevant functions in respect of the Australian Space Research Program.

The Program Delegate must have regard to the program objective of the Australian Space Research Program when performing any function or making any decision in relation to the Australian Space Research Program.

Without limitation, the Program Delegate is responsible for:

- (a) publicising Australian Space Research Program funding rounds from time to time;
- (b) determining the information to be provided in applications, and the form in which applications must be submitted;
- (c) obtaining advice from the Assessment Panel on the assessment and merit ranking of applications for Australian Space Research Program funding;
- (d) approving (or otherwise) applications for Australian Space Research Program funding;
- (e) entering into funding agreements on behalf of the Commonwealth with successful applicants; and
- (f) administering and exercising powers under the funding agreement.

The Program Delegate may make decisions, guidelines and policies of general application, and issue guidance in relation to the administration of the Australian Space Research Program.

The Program Delegate may have other responsibilities under the Australian Space Research Program.

2.3 Assessment Panel

The Assessment Panel is a panel of experts appointed by the Minister for the purpose of assessing applications under the Australian Space Research Program and, if required, assessment of substitute project activity following approval of a project.

The Assessment Panel will assess applications referred to it by the Program Delegate and provide a merit ranking of those applications to the Program Delegate against the merit criteria listed at Section 6 of these guidelines. The Assessment Panel will rank Stream A and Stream B applications separately.

2.4 The Department

The Department is responsible for administering the Australian Space Research Program. The Department will support the Program Delegate and Assessment Panel in carrying out their responsibilities under the program.

3 Eligibility

To be eligible to apply for and be assessed to receive program funding:

- (a) the applicant must be an eligible applicant (see Section 3.1 below); and
- (b) the application must be an eligible application (see Section 3.2 below).

In addition the application must be lodged by a single legal entity, the applicant, on behalf of the consortium. Joint applications will not be accepted.

If the Program Delegate is satisfied that an applicant meets the eligibility requirements outlined in this section, then the Delegate must refer the application to the Assessment Panel for assessment and merit ranking in accordance with these guidelines, unless the Program Delegate considers the application has no substantive merit.

3.1 Eligible applicant

To be an eligible applicant, the applicant must:

- (a) for Stream A:
 - (i) be a *university*; and
 - (ii) be a member of, and applying on behalf of, a consortium;
- (b) for Stream B:
 - (i) be a *university, research institution, or industry partner*; and
 - (ii) be a member of, and applying on behalf of, a consortium;

- (c) be a *constitutional corporation*;
- (d) be the lead consortium member;
- (e) not, nor must any of its consortium members, be currently named as organisations that have not complied with the Equal Opportunity for Women in the Workplace Act 1999 (Cth) (refer Section 3.3).

The lead consortium member must be responsible for and have full authority to:

- (a) act on behalf of the consortium in lodging the application;
- (b) enter into, and perform, the funding agreement with the Commonwealth; and
- (c) administer the Australian Space Research Program funding on behalf of the consortium.

Further information on consortium agreements is found at Appendix 3 of these guidelines.

If the applicant is successful, and following entry into the proposed consortium agreement, the applicant will then need to enter into a funding agreement with the Commonwealth. As only the applicant and the Commonwealth will be parties to the funding agreement, only the applicant will be legally responsible for the consortium's performance of the approved project and for meeting all other obligations under the funding agreement. This means that the applicant must be an entity that is willing and able to co-ordinate the various consortium members' contributions to the project in a manner consistent with the consortium agreement. It will also be the applicant's responsibility to monitor the outcomes of the project.

3.2 Eligible application

To be an eligible application, the application must:

- (a) propose a project, under either Stream A or Stream B, to be undertaken by the applicant and its consortium, and which is eligible under section 3.2.1 of these guidelines;
- (b) be seeking, for the project, an Australian Space Research Program grant amount of between:
 - (i) \$200,000 and \$1 million (excluding GST) for a Stream A project; or
 - (ii) \$1 million and \$5 million (excluding GST) for a Stream B project;
- (c) propose a consortium that:
 - (i) for a Stream A project - comprises of at least one *university* and one *other partner*;
 - (ii) for a Stream B project - comprises at least one *university* or *research institution* and at least one *industry partner*;
 - (iii) may include any number of *other partners*; and
 - (iv) agrees to meet the matching funding requirements of section 3.2.2 of these guidelines;
- (d) demonstrate that the applicant is a *constitutional corporation*;

- (e) outline the role to be performed by the applicant and each consortium member in the project (it is important that the applicant is performing parts of the project);
- (f) demonstrate that the costs of the project not met by the Australian Space Research Program grant being sought can be collectively met by the consortium; and
- (g) include a signed letter of support from each consortium member named in the application. This letter of support must:
 - (i) affirm that consortium member's support for, and participation in, the project in a manner consistent with the details provided in the application and the program objective;
 - (ii) contain a complete and accurate description of that consortium member's role, responsibilities and contribution to the project. This contribution may be cash and/or in-kind such as the provision of key assets (eg intellectual property, research facilities) or expertise for the project; and
 - (iii) be signed by an authorised representative of the organisation.

3.2.1 Eligible project

An eligible project must:

- (a) aim to satisfy the program objective of the Australian Space Research Program and involve *space-related* activities;
- (b) be a discrete project and be structured in a manner consistent with each consortium member's contribution to the project;
- (c) be a new activity and not constitute normal business, research or education activities for the consortium members;
- (d) comply with all relevant legislation; and
- (e) only include expenditure of grant funds which is eligible under Section 4 of these guidelines.

3.2.2 Matching funding requirements

All consortium members must contribute resources to the consortium. The total of these resources, including cash and in-kind must at least match the amount of Australian Space Research Program grant funding sought in the application.

Matching funding must be contributed from sources other than:

- (a) Commonwealth, State, Territory or foreign Government program funds already secured for another approved project or activity; and
- (b) cash or in-kind resources that are used to meet a Cooperative Research Centre (CRC) partners' obligations under a CRC Commonwealth Agreement.

Other sources of Government funding may be used as matching funding, such as operating costs for government departments, subject to the funding rules of other programs or conditions imposed by funding bodies.

Evidence of the consortium's ability to match the grant funding should be provided in the application.

The Program Delegate may make policies that further define what constitutes ineligible sources for matching funding.

3.2.2.1 In-kind contributions

For the purposes of determining in-kind contributions, the Department will use a maximum value for in-kind staff (covering salary, on-costs and overheads) as follows:

- Program Leader/Senior Manager \$380,000
- Key Researcher/Manager \$260,000
- Researcher/Professional \$200,000
- Other (support staff – technical, administrative, etc) \$160,000

Access to large capital items or equipment provided as non-staff in-kind contributions must be valued proportionally to the usage by the Australian Space Research Program project and based on the running costs and depreciation of the capital item.

Unpaid volunteer labour will not be accepted as an in-kind contribution.

3.3 Equal opportunity for women and compliance with laws

Applicants (and any of the proposed consortium members) must comply with obligations under the *Equal Opportunity for Women in the Workplace Act 1999* (Cth). Companies on the current list of non-compliant organisations, available at www.eowa.gov.au, are not eligible to apply.

4 Eligible expenditure

Grant funds will only be provided to meet a successful applicant's eligible expenditure on the approved project. Eligible expenditure is expenditure incurred by the consortium that is:

- (a) *space-related* and directly attributable to the approved project;
- (b) incurred on or after the project commencement date (which itself cannot be before the Program Delegate approves the application for the project);
- (c) incurred on or before the project completion date (although the cost of obtaining an independent audit report of project expenditure may be incurred within two months after the project completion date); and
- (d) otherwise within the types of expenditure detailed in Appendix 2: Eligible expenditure guidelines.

The types of expenditure and expenditure in relation to activities outlined in section 5 are not eligible expenditure for the purposes of the program.

Other expenditure may be allowed at the discretion of the Program Delegate.

The guidelines on eligible expenditure that will apply to a project will be those that were current on the date that the Program Delegate accepted a relevant application for assessment.

Note: some items of expenditure are eligible only under Stream A.

5 Ineligible expenditure

For the purpose of determining an Australian Space Research Program grant, ineligible expenditure includes but is not limited to expenditure on:

- (a) activities that are not *space-related* including activities that are directly related to astrophysics, cosmology or *astronomy*;
- (b) construction, renovation or extension of new or existing buildings;
- (c) *student* stipends;
- (d) the design and installation of financial management systems;
- (e) market research, market testing, market development or sales promotion (including customer surveys);
- (f) routine quality control;
- (g) management studies or efficiency surveys;
- (h) routine collection of information (other than for the purpose of research and development) eg. for corporate or internal reporting purposes;
- (i) the protection of intellectual property rights by legal action;
- (j) test and evaluation once a prototype becomes a production model;
- (k) staff selection systems; and
- (l) preparing an application for funding.

This list is not exhaustive. Other activities or types of expenditure may be ineligible where the Program Delegate decides they do not directly support the achievement of the planned outcomes for the project or that they are contrary to the spirit and intention of the Australian Space Research Program.

The applicant must ensure it has adequate funds to meet the cost of any ineligible expenditure associated with its project.

6 Merit criteria

The merit criteria are:

- (a) capacity and capability;
- (b) project merit;
- (c) partnerships and collaborations; and
- (d) national benefits.

Each criterion has equal weighting.

A competitive Australian Space Research Program application must address each merit criterion to make the best possible case for funding. The following subsections provide a guide on how to address each criterion (although an application need not address or satisfy all the factors listed as relevant to a particular criterion). Claims made against each criterion must be substantiated and full details of all underlying risks and assumptions should be clearly stated.

The level of detail required in an application is commensurate with the level of funding being sought under the Australian Space Research Program.

The Australian Space Research Program Application Form provides detailed advice on how to respond to each merit criterion and can be found at www.space.gov.au or by calling 02 6276 1166.

6.1 Capacity and capability

An applicant must demonstrate that it (together with its consortium) has the technical, financial and management capacity and capability to undertake the project within the proposed budget, timeframe and risk profile. This should include a discussion of the facilities and infrastructure available to the applicant (and its consortium) and the capabilities of personnel involved.

In respect of this merit criterion, the following factors may be considered:

- (a) whether the applicant is an appropriate entity to enter into the agreement for the conduct of the project and to receive program funding;
- (b) the availability of sufficient resources (i.e. facilities, equipment and expertise) required to deliver the proposal;
- (c) whether the project budget is realistic and reasonable;
- (d) the financial resources and management capacity of the applicant (and consortium members, if appropriate) to successfully complete the project;
- (e) whether the consortium has appropriate access to intellectual property required to undertake the project;
- (f) the governance structure overseeing consortium activity; and
- (g) (Stream A only) the applicant's ability to deliver a quality education project to *students*.

An applicant must demonstrate that the grant funding will induce new or additional innovation or activities relative to a situation where no grant funding was provided.

6.2 Project merit

An applicant must demonstrate that the proposed project has high project merit. This should include a discussion of the practical aspects of the proposed activities and how the project would impact on Australia's *space-related* research, innovation and skills development in areas of national significance or excellence.

In respect of this merit criterion, the following factors may be considered:

- (a) the extent to which the proposed activities contribute to the program objective;
- (b) the extent to which the proposed project includes activity that is new and different for the applicant (and the consortium) in Australia;
- (c) the feasibility of the project;
- (d) whether the level of detail and evidence of claims made in the application are commensurate with the size of the project;
- (e) the extent to which the proposed activities are world class in nature;
- (f) the level of technical risk associated with the proposed activities and the robustness of the strategies to manage any risks;
- (g) the potential for commercial outcomes from the project;
- (h) the proposed strategy to promote the project progress and/or outcomes to the wider research, industry and/or education communities; and
- (i) (Stream A only) the education and skills development opportunities expected to be generated under the project and the number and kind of *students* targeted.

6.3 Partnerships and collaborations

An applicant must demonstrate that the proposed project builds collaborations and partnerships with, for example, public and private education, research and business operators in Australia's space sector. This should describe the scope and nature of the consortium established to conduct the project and any opportunities for other linkages, including international linkages.

In respect of this merit criterion, the following factors may be considered:

- (a) whether the consortium membership is appropriate to the project identified in the application and, if there is an appropriate balance of contributions from each consortium member;
- (b) the quality of proposed consortium members, including their educational, research or commercial capabilities;
- (c) the nature and scope of skills development and transfer between consortium members;
- (d) the involvement of consortium members in the strategic planning process for the project;
- (e) the extent to which the consortium proposes to develop new linkages; and
- (f) the nature and extent of existing linkages with other education institutions, industry and researchers within Australia and internationally.

6.4 National benefits

An applicant must demonstrate the proposed activities have strong potential to generate benefits for the wider Australian industry and community. This should include a discussion of the anticipated improvements in Australian education or skills,

research capability and opportunities for commercial or public good applications arising from the project.

Merit may be established in a proposal by clearly demonstrating the potential national benefits from the project, and in particular to Australian industry, research capability, educational opportunities and the broader community. National benefit from the project may be demonstrated in terms of the expected outcomes and the potential of the project to result in economic, cultural and/or social benefits for Australia as indicated by:

- (a) the expected benefit of the project to the consortium members within Australia;
- (b) the benefits to the research, education or industry sector through the diffusion of knowledge, skills and know-how or enhanced international collaborations;
- (c) the national or international relevance of the project, including relevance to the [national research priorities](#) and the [national innovation priorities](#);
- (d) the expected economic, cultural and/or social benefits to the broader Australian community; and
- (e) (Stream B only) a quantitative analysis of the economic potential of the national benefits.

7 Applying for funding

7.1 Application process

Applications for Australian Space Research Program funding can only be accepted during an application round. The Department will announce the details for each round in the national media and on the www.space.gov.au website. It is intended that the due date for submission of applications will be approximately six weeks after announcement of a round.

Applicants must submit their application on the Australian Space Research Program application form, a sample of which is provided at www.space.gov.au. Applications must be completed in the correct format.

The application (including requested attachments) may be the sole source of information available to the Department. All details must be current and should contain all relevant information necessary for assessment. No further written or oral explanation, or further documentation, should be required in making an assessment of the application, unless requested by the Department.

Before submitting an application, applicants should check to ensure all information is complete and accurate. An application may be excluded from further consideration at any stage if the applicant (including their officers, employees, agents or advisers) violates any of the following:

- (a) makes false or misleading statements. Giving such false or misleading information is an offence under the *Criminal Code Act 1995 (Cth)*;

- (b) offers any inducements in connection with their application; or
- (c) engages in any collusive bidding, anti competitive conduct or any other similar unlawful conduct with any other applicant or any other person in relation to their application.

7.2 Submitting an application

Applicants must submit only one application for each project. Although, an applicant may submit a number of different applications provided that each is for a different project. Applicants should comply with any rules determined in these guidelines. Applications must reach the Department by the advertised closing date.

An application must contain the fully completed application form and all mandatory attachments specified in the form. A Departmental officer may also request additional documents to verify any information contained in the application form.

Applications should be emailed to:

space@innovation.gov.au

or submitted to:

Australian Space Research Program
DIISR
GPO Box 9839
Canberra City ACT 2601

The Department will send notification acknowledging receipt of all applications.

8 Assessment and decision process

8.1 Assessment process and merit ranking

At the close of the application round, the Program Delegate assesses the eligibility of the applicant and application against the criteria outlined in these guidelines.

The Assessment Panel, established by the Department, will perform an assessment and merit ranking of eligible applications. Applications are assessed against the merit criteria listed in Section 6 of these guidelines.

In undertaking its assessment of applications, the Assessment Panel may:

- (a) develop a shortlist of applications, and only rank those on the shortlist;
- (b) seek advice from independent assessors; and
- (c) request additional information from, and/or interview, an applicant after the lodgement of an application.

Following its assessment, the Assessment Panel will provide a merit ranking of eligible applications to the Program Delegate. The Assessment Panel will rank Stream A and Stream B applications separately.

8.2 Final decision

The Program Delegate will consider the Assessment Panel's assessment and merit ranking, and the availability of program funds before making grant offers on the basis of the merit criteria. The Program Delegate is not bound to follow the Assessment Panel's ranking. Only the most competitive projects will be funded - meeting the eligibility and merit criteria to a high degree does not guarantee an offer of funding.

The Program Delegate must not approve any application if the Delegate reasonably considers that the application cannot be accommodated within the program funding for the financial years to which the application relates, having regard to:

- (a) commitments of program funds in the current financial year;
- (b) commitments of program funds in future years;
- (c) program funds currently available; and
- (d) indicative targets for application approvals throughout the current financial year.

If successful, an applicant will receive a written offer of assistance, and will have 60 calendar days from the date the offer is made to execute a consortium agreement and a funding agreement with the Commonwealth which meet the requirements of Section 9 of these guidelines. Failure to execute a funding agreement in this time may result in the Department withdrawing the offer.

The Department will notify unsuccessful applicants in writing and provide the opportunity to discuss the outcome with an officer of the Department, including feedback on the assessment process.

The Program Delegate's decision regarding which applicants will be offered a grant, and the size, terms and conditions of the grant, will be final. There will be no review of decisions.

8.3 Submission of a new application

If an application is ineligible or unsuccessful in a particular grant round, the applicant may submit a new application for the same or similar project to a subsequent round. This should incorporate new or additional information (as relevant) to demonstrate eligibility or strengthen claims against the merit criteria.

The Program Delegate may refuse to accept a new application if it is substantially the same as a previous ineligible or unsuccessful application.

8.4 Announcement

Successful projects may be publicly announced by the Minister following completion of the assessment period. Prior to each announcement, successful applicants will be notified in writing of the outcome of their application.

Public announcements may include:

- (a) the name of the entities in the consortium (including the applicant);

- (b) the title of the project;
- (c) a description of the project and its intended outcomes; and
- (d) the amount of funding awarded.

Seven days after the execution of a funding agreement with the Commonwealth, the information listed at a) to d) above will be published on the Department's website.

8.5 Other terms and conditions

All applications for funding become the property of the Department once lodged. The Department may copy, amend, extract or otherwise deal with all or any part of an application for the purpose of conducting the selection process.

All expenses and costs incurred by an applicant in connection with making an application, including (without limitation) preparing and submitting an application, providing the Department, the Program Delegate or the Assessment Panel with further information, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the applicant.

Notwithstanding any other provision of these guidelines, the Program Delegate reserves the right to:

- (a) suspend or terminate the request for applications for funding;
- (b) require additional information or clarification from any or all applicants or anyone else;
- (c) allow or not allow, a successful applicant to enter into a funding agreement in the name of a different legal entity from the entity which it used in its application for funding;
- (d) withdraw an offer to an applicant to enter into a funding agreement at any time before the funding agreement is made if the Program Delegate considers, in their absolute discretion, that:
 - (i) the project has materially changed;
 - (ii) any aspect of the applicant's application has materially changed;
 - (iii) there is a change in the consortium members or their ownership (including the applicant); or
 - (iv) the Program Delegate considers the applicant is not going to be able to (or does not) comply with any requirement of these guidelines.

Applicants should note the following:

- (a) the Program Delegate may, at their discretion, after considering the advice of the Assessment Panel, approve or decline an application for program funding, and
- (b) the Program Delegate is not obliged:
 - (i) to approve an application for program funding because an applicant satisfies these guidelines or for any other reason (including the advice of the Assessment Panel); or

- (ii) to enter into a funding agreement with any applicant (including a successful applicant) in any selection round.

9 Agreement process for successful applicants

9.1 Consortium agreement obligations

Before entering into a funding agreement with the Commonwealth, a successful applicant must:

- (a) provide written notice to the Program Delegate of any changes to the consortium (including its membership and the respective roles, responsibilities and contribution of each member), from the details provided in, or with, the application;
- (b) ensure a consortium agreement that meets the requirements of Appendix 3 is signed by all consortium members; and
- (c) provide the Program Delegate with a certified copy of the executed consortium agreement.

Further information on preparing a consortium agreement is at Appendix 3.

All project and consortium details described in the consortium agreement must be consistent with details provided in, or with, the application (including in any letters of support), except as otherwise notified to the Program Delegate above.

9.2 Funding agreement obligations

Successful applicants are required to enter into a funding agreement with the Department acting on behalf of the Commonwealth, on terms acceptable to the Commonwealth.

Until there is an executed grant agreement, the Commonwealth is not liable for any expenses incurred. The Commonwealth will not reimburse any project costs incurred before the approved project commencement date. No funding will be given until the funding agreement is executed.

The funding agreement provides details of the grantee's compliance and reporting obligations. Under the terms of the funding agreement, a grantee must provide various reports relating to the project. These reports will identify technical progress and project expenditure for a given reporting period. Program reports are required at three monthly intervals (or as otherwise negotiated) and grant payments will be based on these reports.

The Department recognises that unexpected circumstances may impact on a project. A grantee must discuss any changed circumstances with an officer of the Department, otherwise it may be at risk of breaching the funding agreement. The Departmental officer will advise whether the changes in circumstances require a formal variation to the grant agreement.

The funding agreement will:

- (a) ensure that the Program Delegate is empowered to recover grant funds in circumstances where the applicant or any consortium member has acted in a manner to reduce the benefits that were expected to be generated by the project;
- (b) specify the amount of grant funding for the project to which the application relates and the timing and method of delivery of the grant;
- (c) require that the project be conducted with the aim at all times of achieving the planned project outcomes described in the application;
- (d) ensure complete and accurate records relating to the conduct and management of the project are maintained;
- (e) provide for inspection by or for the Program Delegate of the premises where the project is undertaken and records relating to the conduct and management of the project;
- (f) require the applicant to provide all relevant information concerning the conduct and management of the project;
- (g) provide for variation and termination of the funding agreement;
- (h) require the applicant to comply with all applicable Commonwealth, State and Territory laws;
- (i) contain a warranty from the applicant that the project is (and will be at all times) supported by an executed consortium agreement that meets the requirements of these guidelines;
- (j) place restrictions on any material change to the consortium agreement and the consortium members without prior Commonwealth consent;
- (k) if required by the Commonwealth, require that any or all consortium members either be named as a party to the funding agreement, or enter into a separate agreement with the Program Delegate (on behalf of the Commonwealth) guaranteeing or indemnifying the applicant's performance of the funding agreement; and
- (l) include any other terms that the Program Delegate considers appropriate (including terms necessary to protect the Commonwealth's interests in securing the achievement of the project, the program objective and making appropriate use of public monies).

9.3 Reporting

Successful applicants will be required to report to the Department on the overall progress of the project, addressing performance and expenditure as specified in the funding agreement.

A progress report on the project's status must be provided to the Department at three-monthly intervals (or as otherwise negotiated). An independently audited statement confirming the appropriate use of funding will be due within 60 days of the end of each financial year and at the completion of the project. The exact reporting requirements will be specified in the funding agreement and milestone payments are dependent on adherence to those provisions.

Successful applicants must acquit all funding received under the Australian Space Research Program in accordance with the requirements of the funding agreement. Unacquitted funding (including interest not spent on the project activities) must be returned to the Commonwealth.

10 Evaluation of the program

Successful applicants will, under the terms of the funding agreement, be required to participate in a broader evaluation of the program if requested to do so by the Department. This evaluation, if conducted, will seek to identify the degree to which the program is meeting its objective. As part of the evaluation, the Department or its appointed representative, may survey stakeholders, including organisations that have received funding as part of the Australian Space Research Program.

11 Taxation obligations

An applicant receiving Commonwealth funding may incur tax obligations. All applicants should seek independent professional advice on any tax implications. The Department does not provide advice on tax.

If an Australian Space Research Program grant attracts the goods and services tax, the Department will increase grant payments to compensate for the level of that tax.

12 Privacy and confidentiality

The use and disclosure of information provided to the Department, the Assessment Panel, and the Program Delegate (**relevant parties**) by applicants (including information provided as part of any application) is regulated by the relevant provisions and penalties of the *Public Service Act 1999*, the *Public Service Regulations*, the *Privacy Act 1988*, the *Crimes Act 1914*, the *Criminal Code Act 1995* and general law. Applicants should clearly identify in their application any confidential information that is included in, or submitted with, their application. To the extent that an application contains genuinely confidential information, access to that information will be on a strictly limited, need to know basis. However, confidential information may be disclosed to the Auditor-General or a third party engaged by the Department for audit-related purposes, or to other Commonwealth agencies for law enforcement purposes. Further, the Department may release confidential information if required or permitted by law to do so. This could happen if, for example, the Department is required to respond to a resolution of the Parliament, or the order of a court.

The relevant parties may use the information provided by applicants for the purposes of discharging their respective functions under these guidelines and otherwise for the purposes of the Australian Space Research Program and related uses, and in any other Departmental business.

The Department may during the application process and the operation of the Australian Space Research Program consult with other Commonwealth departments

and agencies about an applicant's claims. The Department may also seek advice from a range of experts including technical, financial (including from auditors), economic and industry experts on a contract basis. Any contracts for the provision of such advice will contain appropriate confidentiality provisions.

At the end of each Australian Space Research Program funding round or at other times, the Department may publicly announce:

- (a) any successful applicants and consortium members, on an individual basis;
- (b) the amount and purpose of any funding being granted to a successful applicant; and
- (c) any other information provided by successful applicants or developed during the assessment of applications and negotiation of funding agreements that the Commonwealth determines is not confidential (after consultation with the applicant).

13 Feedback and complaints

Feedback on the Australian Space Research Program is welcomed and can be submitted by email to space@innovation.gov.au or by phone to 02 6276 1616.

If you have a question or complaint concerning the Australian Space Research Program assessment and/or decision the program manager is the first point of contact.

Australian Space Research Program Manager
DIISR
GPO Box 9839
Canberra ACT 2601
Phone: 02 6276 1166
Email: space@innovation.gov.au

If you are not satisfied with the complaint resolution procedure you can contact the:

Head of Division
Manufacturing Division
DIISR
GPO Box 9839
Canberra ACT 2601
Phone: 02 6213 7502
Email: space@innovation.gov.au

You may decide to lodge a complaint with the Commonwealth Ombudsman. There is no fee for making a complaint and the Ombudsman will conduct an independent investigation of your concerns. You should note that the Ombudsman usually prefers that you first work through relevant internal processes before complaining about a decision.

The Ombudsman has offices in all States and Territories. You can contact the Ombudsman by telephone 1300 362 072 or by writing to the relevant contact address specified on the Ombudsman's website at www.ombudsman.gov.au.

Appendix 1: Definitions of key terms and phrases

astronomy	The scientific study of matter in outer space, especially the positions, dimensions, distribution, motion, composition, energy, and evolution of celestial bodies and phenomena.
constitutional corporation	A trading, financial or foreign corporation within the meaning of section 51(xx) of the Commonwealth of Australia Constitution Act.
industry association	A not-for-profit incorporated association or other incorporated body that has as its principal or main purpose the promotion and enhancement of one or more Australian industries or Australian industry sectors.
industry partner	An Australian incorporated private sector organisation operating in Australia on a for-profit or not for-profit basis. <i>Note:</i> for the purposes of this definition a <i>research institution</i> is not considered to be an <i>industry partner</i> .
other partners	A <i>university</i> , <i>industry partner</i> , <i>research institution</i> , educational institution or any other legal entity, whether based in Australia or internationally. <i>Note:</i> for the purposes of this definition State or Territory Government Departments and agencies, and <i>industry associations</i> are considered to be <i>other partners</i> .
research institution	1) all publicly funded research agencies established by a Commonwealth Act of Parliament; or 2) an Australian organisation primarily involved in undertaking research or research related activities. <i>Note:</i> a state or territory government department or agency or an <i>industry partner</i> is not considered to be a <i>research institution</i> .
space-related	Is defined in Section 1.1 of these guidelines.
student	A person enrolled in a formal education course, whether secondary, tertiary, professional or vocational education.
university	All Table A, Table B and Table C providers under the <i>Higher Education Support Act 2003</i> .

Appendix 2: Eligible expenditure guidelines

This appendix provides information on the kinds of expenditure that Australian Space Research Program funding may be used for (eligible expenditure). Projects may include activities that are ineligible for Australian Space Research Program funding, provided these activities are funded from other sources.

Salaries

Eligible salary expenditure covers the direct labour costs incurred by the consortium from employees directly employed on the core elements of the approved project. An employee is a person who is paid a regular salary or wage out of which regular tax instalment deductions are made.

Salary on-costs

The on-costs associated with employees engaged on the approved project are recognised as eligible salary expenditure. Salary on-costs include workers compensation insurance (for example, WorkCover), employer contributions to superannuation under the Superannuation Guarantee, annual leave and sick leave, long service leave accrual, payroll tax, and so on.

Project administration and overheads

The cost of project administration and overheads for employees engaged on the approved project is eligible salary expenditure. Calculated as up to 35 per cent of project salary costs plus on-costs to contribute to expenditure on office space hire, lighting, heating, administrative consumables, computing and communication facilities, stationery, accounting and bank charges, communication activities, domestic travel, accommodation and living expenses, meeting costs and any other costs associated with maintenance of the project, including legal and financial advice relating to the project.

Note: the project administration and overhead costs that can be funded by the Australian Space Research Program are not intended to cover all administration and overhead costs incurred by the consortium. Costs over and above these limits may be used as an in-kind contribution to the project, up to the limits listed at 3.2.2.1 of these Guidelines.

Non-cash salary

Salary costs based on an estimation of the employee's worth to the consortium where no cash changes hands and no amount is credited to a loan account or current account in the consortium's accounts are not eligible salary expenditure.

Contractor expenditure

Eligible contract expenditure is the cost of any approved project activities performed for the consortium by:

- another organisation (not a consortium member); or
- an individual engaged under separate contract.

All contractor project work must be the subject of a prior written contract – for example, a form agreement, letter or purchase order – which specifies the nature of the work to be performed for the consortium and the applicable fees, charges and other costs payable.

International travel

Limits apply to the amount of grant funding that can be used for international travel. Flights can be funded up to \$2,500 per airfare (per person). This limit applies to all individual flights that make up a return trip. Accommodation and living costs can be funded up to a maximum of \$200 per day or \$2,000 per month, whichever is the lesser (per person).

Applicants seeking support for international travel must provide justification for each trip in their application.

Plant and equipment

Includes:

- the cost of depreciation of newly constructed, purchased or pre-existing plant, equipment, tools or infrastructure used to pursue the approved project
- the cost of hiring or leasing plant, equipment, tools or infrastructure used to pursue the approved project
- the cost of consumables used in the conduct of the project, other than administrative consumables

Plant is usually an input to the approved project, or the tools or infrastructure used to pursue the approved project. Plant is likely to have a value or use outside of the approved project and can be constructed or otherwise obtained with minimal technical risk or new learning.

Acquisition of new and leading-edge technologies (for adaptation in the approved project)

Eligible expenditure on this activity must be for the approved project and includes:

- the purchase of new and leading-edge technology or equipment;
- technology audit fees;
- network membership fees;
- expert advice fees;
- process or systems changes to take into account the new technology or equipment; and

- information dissemination relating to technology or equipment acquisition that is part of the project.

Development of prototypes

Funding for the development of prototypes is eligible expenditure only where the construction and use of the prototype in the approved project contributes directly to proving the technical concepts underpinning the project or where adaptation to the Australian context is required. Prototype expenditure includes the cost of materials used in testing a process or prototype.

IP protection

Applicants must ensure they have access to and sufficient rights in any IP necessary to carry out the project including any IP developed as part of the project. Reasonable costs associated with ensuring access to and sufficient rights in IP necessary to carry out and commercialise the project can be claimed as eligible expenditure where that expenditure was incurred on or after the project commencement date. The cost of defending IP rights is not eligible expenditure, with the exception of legal expenses insurance as it relates to IP.

Consortium and collaboration expenditure

Eligible consortium expenditure covers the cost of maintaining the consortium and includes costs associated with developing and maintaining the consortium agreement, seeking expert advice and travel (limited to accommodation and transport for purposes of collaboration).

Costs associated with initiating and maintaining other collaborative partnerships may also be claimed as eligible expenditure where the collaboration is likely to contribute to the successful completion of an approved project and where the initiating costs are incurred on or after the project commencement date.

Professional development costs

Professional development expenses for courses from a school, college, *university* or other place of education of a *space-related* nature are an eligible expense. The course must be relevant to the project and should improve the specific skills or knowledge required by professional staff in their employment under the project.

Note: This does not include the cost of course fees for graduate and under-graduate degrees.

Stream A only

International scholarships

International scholarships offered to Australian *students* are eligible expenditure where they are a key part of the approved project. This includes the cost of

scholarships for *students* to participate in formal education programs not available through Australia education institutions.

Applicants must provide justification for each scholarship proposed in the application.

Note: this does not include *student* stipends.

Other costs

This category may be used to identify expenditure items which do not fit under the identified expenditure (such as excessive domestic travel not provided for under project administration).

Other expenditure may be allowed at the discretion of the Program Delegate.

Appendix 3: Guide to preparing a consortium agreement

A consortium agreement is a requirement of the Australian Space Research Program. This written agreement details the terms and conditions under which an Australian Space Research Program project will be jointly conducted by the consortium members.

If the application is successful in receiving an offer of support, the Commonwealth will not enter into a funding agreement until a consortium agreement, meeting a set of specified requirements, has been executed.

The consortium agreement should provide information on the consortium and the proposed Australian Space Research Program project. Through the consortium agreement negotiations, all consortium members should clearly understand what is required to make the project work and the extent of their roles, responsibilities and commitments to the project.

While the consortium agreement does not have to be executed until after an offer of funding is made by the Commonwealth, all consortium members should participate in discussions about the legal requirements of the consortium agreement prior to the applicant's lodgement of the application. It is the applicant's responsibility to ensure that all consortium members understand the requirements and implications of the consortium agreement, prior to the application being lodged.

Note: In the event that the application is successful, consortium members should be prepared to sign up to a consortium agreement within four weeks. Failure to provide an executed consortium agreement within the required timeframe may result in the Department withdrawing the offer of funding.

The consortium agreement must reflect the project as outlined in the application and the letters of support from each consortium member submitted with the application. The terms of the consortium agreement must be consistent with the Australian Government's standard form Australian Space Research Program funding agreement. A final signed version of the consortium agreement, must be provided to the Department prior to the Australian Space Research Program funding agreement being executed.

While these guidelines have been provided to give consortium members guidance on the issues that must be covered from the Australian Space Research Program's perspective, it does not purport to cover all of the issues that may be of concern to consortium members. Consortium members should seek independent legal, accounting and taxation advice to assist them to determine whether participation in the proposed consortium is in their best interests.

What must be included in a Consortium Agreement?

The following section outlines a number of specific issues which need to be addressed when preparing a consortium agreement for Stream A and Stream B projects.

The consortium agreement must at a minimum:

- set out the name, objectives and planned outcomes of the project;
- specify the activities and timelines comprising this project;
- describe the respective roles, responsibilities and contributions, including cash and in-kind commitment, of each consortium member;
- appoint the applicant as the lead consortium member with the power to enter into and perform the funding agreement, including reporting and governance arrangements;
- require Program Delegate consent to any material change to the consortium agreement or the consortium members;
- prohibit a consortium member from assigning any right or interest in the consortium agreement or any project assets, without the Program Delegate's consent;
- contains terms that are consistent with the Australian Space Research Program funding agreement and that promote and do not impede the applicant's performance of this agreement;
- be signed by all members to the agreement;
- identify a date of commencement, and specify the term of the agreement;
- identify the name and contact details of each consortium member;
- include provision for access to members' premises and records for auditing purposes (including the right to copy records), by the Program Delegate, the Commonwealth Auditor-General, or a nominee of either of them; and
- require each member to keep detailed and accurate records of all its project activities and expenditure, and to provide a copy of those records to the applicant or the Australian Government, at the applicant's request.

Other considerations

When developing a consortium agreement the consortium members may also wish to consider the following issues.

The consortium agreement might:

- detail the management, governance, and decision making structure of the consortium;
- prohibit a consortium member from subcontracting a key project activity or obligation without the approval of the applicant and all consortium members;

- detail the consortium’s treatment of all existing intellectual property brought to the project, and any new intellectual property arising out of the project. This treatment must reasonably allow for the performance of the project and achievement of all project outcomes in a manner consistent with the funding agreement;
- allow for disclosure of members’ confidential information in the circumstances, and for the purposes, specified in the funding agreement;
- require consortium members to comply with all applicable laws and Australian government policy requirements;
- specify that the terms and conditions of the consortium agreement constitute the entire agreement between the members about its subject matter and supersedes all previous communications between the members with respect to the subject matter;
- allow for publication of results from the project;
- include liability, indemnity, and insurance provisions;
- deal with communication, including a formal reporting regime to members;
- address conflict resolution, including a clearly defined process for the efficient resolution of disputes and deadlocks;
- detail the consequences of member defaults or breaches of the agreement, including the insolvency of a member;
- include budgeting, accounting and reimbursement arrangements, including provision for the approval and implementation of a project budget, and audit of accounts;
- list all assumptions and exclusions from the project;
- detail quality control mechanisms;
- list individual personnel who will be involved, what are their roles, and a mechanism for their replacement (eg after resignation or removal) with other individuals with the required skills and experience;
- address the effect of a change in control of a member;
- outline the funding of the project (including matching funds);
- include a process for the introduction of new members into the consortium and retirement of existing members (subject to Program Delegate consent as mentioned above); and
- state the applicable law governing the operation of the consortium agreement.