

THIS AGREEMENT is made

2023

BETWEEN: **GRIFFITH UNIVERSITY** (ABN 78 106 094 461), a body corporate established pursuant to the *Griffith University Act 1998 (Qld)* of 170 Kessels Road, Nathan, QLD 4111 ("**Griffith**")

AND: **SOLOMON ISLANDS NATIONAL UNIVERSITY** of Kukum Highway, Honiara, Solomon Islands ("**Subcontractor**").

SCHEDULE

Description	Details		
Name of Project	Application WRA-CR02: Supporting decentralised rural water supply in Pacific islands: formal and informal networks to support Pacific Rural Water Committee engagement with water resources management for climate resilient WASH outcomes		
Head Contract	Grant Agreement WRA-CR02_WRA-CR09 between GHD Australia Pty Ltd and Griffith University dated 7 February 2023 - a copy of which is attached as Annexure A.		
Term	Commencement Date: 1 January 2023		
	Completion Date: The date that the Services are completed to the satisfaction of Griffith or 31 December 2024 whichever is the later. The Agreement will expire on 28 February 2025 ("Agreement End Date") to allow for post-completion follow up if required e.g. financial acquittal to be finalised while under contract		
Services	The subcontractor is responsible for providing the following services: Co-investigator Dr Hugo Bugoro, of Solomon Islands National University (SINU), will contribute to the intellectual development of the research and supervise a team that will include Mr Collin Benjamin and Ms Sheilla Funubo to undertake research in Western Province, Isabel Province and Guadalcanal Province - and other rural locations (yet to be identified) - that will include interviews, surveys, stakeholder engagement and management, workshops and other activities. In addition, Dr Bugoro and team, where applicable, will participate in regional events that include travel and capacity building as set out in the proposal. Dr Bugoro will also ensure that narrative and financial reports are provided as outlined in this schedule.		
Deliverables and Milestone Dates	As set out in the work plan and budget, attached as Annexure B and in accordance with the table below.		
	Report Type	Covering Period	Due Date*
	Milestone 1 - Narrative progress report	01 January 2023 to 30 June 2023	15 July 2023

Description	Details																													
	and financial report																													
	Milestone 2 - Narrative progress report and financial report	01 July 2023 to 31 December 2024	15 January 2024																											
	Milestone 3 - Narrative progress report and financial report	01 January 2024 to 30 June 2024	15 July 2024																											
	Milestone 4 - Narrative Progress Report and financial report	01 July 2024 to 30 November 2024	10 December 2024																											
	* due dates are approximate and may be altered subject to funding and GU requirements. Progress Reports will be submitted on a 6-monthly basis for the period ending 30 June and 31 December each year or as set out in the above table. Financial Reporting must demonstrate an 80% spend of the previous milestone tranche payment. Invoices for the proceeding 6-monthly period will be required to be submitted with reporting. Narrative Progress Reports and Financial Reports are to be submitted on the provided templates, attached as: - ANNEXURE C - Progress Reporting template - ANNEXURE D - Financial Reporting template																													
Key Personnel	Dr Hugo Bugoro and any other appropriately qualified personnel appointed or substituted by the Subcontractor from time to time with the prior written approval of Griffith.																													
Service Fee	The agreed value of grant funds to be paid to the Subcontract is SBD130,507.20 <table><tr><th>FEE SCHEDULE (TOTAL)</th><th colspan="2">VALUE (SBD)</th></tr><tr><td>Researcher/s Salary</td><td>up to SBD</td><td>41,340.00</td></tr><tr><td>Field Work Costs</td><td>up to SBD</td><td>26,129.00</td></tr><tr><td>Travel & Related Costs</td><td>up to SBD</td><td>4,823.00</td></tr><tr><td>Knowledge Transfer Activities</td><td>up to SBD</td><td>32,860.00</td></tr><tr><td>Capacity Development Activities</td><td>up to SBD</td><td>1,060.00</td></tr><tr><td>Other/Miscellaneous</td><td>up to SBD</td><td>2,544.00</td></tr><tr><td>Administration/Overheads</td><td>up to SBD</td><td>21,751.20</td></tr><tr><td>TOTAL</td><td>up to SBD</td><td>130,507.20</td></tr></table>			FEE SCHEDULE (TOTAL)	VALUE (SBD)		Researcher/s Salary	up to SBD	41,340.00	Field Work Costs	up to SBD	26,129.00	Travel & Related Costs	up to SBD	4,823.00	Knowledge Transfer Activities	up to SBD	32,860.00	Capacity Development Activities	up to SBD	1,060.00	Other/Miscellaneous	up to SBD	2,544.00	Administration/Overheads	up to SBD	21,751.20	TOTAL	up to SBD	130,507.20
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	<p>The Service Fee includes the following funded categories, to be reported against:</p> <ul style="list-style-type: none"> - Researcher/s Salary - Field Work Costs - Travel & Related Costs - Knowledge Transfer - Capacity Development - Administration (not more than 10%) <p>The Service Fee is indicative and may be subject to variation between categories, as agreed with Griffith.</p> <p>Variations in exceedance of 10% of any Service Fee category will be agreed in advance, by written approval from Griffith.</p>												
Payment Terms	<p>The Subcontractor will provide Griffith with a valid invoice as set out in the table below, or on completion of each Milestone:</p> <table border="1"> <thead> <tr> <th>Invoicing Schedule Due Dates</th><th>SBD</th></tr> </thead> <tbody> <tr> <td>On Execution of Agreement</td><td>27,242.00</td></tr> <tr> <td>Milestone 1 due 15 July 2023</td><td>up to SBD 33,893.50</td></tr> <tr> <td>Milestone 2 due 15 January 2024</td><td>up to SBD 30,554.50</td></tr> <tr> <td>Milestone 3 due 15 July 2024</td><td>up to SBD 17,066.00</td></tr> <tr> <td>Milestone 4 due 15 December 2024</td><td>up to SBD 21,751.20</td></tr> </tbody> </table> <p>Griffith will pay the funds in instalments subject to the receipt of invoices and in accordance with the Head Contract.</p> <p>Conditions of payment:</p> <p>Milestone 1-4 invoices will only be paid provided the Subcontractor demonstrates 80% expenditure of the previous payment.</p> <p>Invoicing Schedule Due Dates may be extended to allow additional time to meet the 80% expenditure condition, as agreed in writing between the parties.</p> <p>Service Fee payments are inclusive of all costs, expenses and taxes incurred in relation to the Research Project. </p> <p>Invoices are to be issued in Solomon Island Dollars (SBD) and must include the following descriptions:</p> <ol style="list-style-type: none"> Griffith Reference: RIMS 57656 Project number: WRA-CR02 Project title. <p>Invoices are to be sent for attention Mark Love m.love@griffith.edu.au and copied to fin-research@griffith.edu.au</p> <p>Invoices will be payable within 30 days of receipt.</p>	Invoicing Schedule Due Dates	SBD	On Execution of Agreement	27,242.00	Milestone 1 due 15 July 2023	up to SBD 33,893.50	Milestone 2 due 15 January 2024	up to SBD 30,554.50	Milestone 3 due 15 July 2024	up to SBD 17,066.00	Milestone 4 due 15 December 2024	up to SBD 21,751.20
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Griffith's Existing Material	Research findings and outputs (published and unpublished) from Impact and Innovation DWSSP+ 2022 project												

Description	Details
Subcontractor's Existing Material	Not applicable
Griffith's address for notices	Att: Mr Anthony Sheil Director Office for Research 170 Kessels Road Nathan QLD Phone: +61 7 3735 7234 Email: researchgrants@griffith.edu.au
Subcontractor's address for notices	Dr Hugo Bugoro Head of Department, Epidemiology and Research, Faculty of Nursing, Medicine and Health Science Solomon Islands National University, Kukum campus, Honiara Phone: +(677) 42842 Email: hugo.bugoro@sinu.edu.sb
Special Conditions	<p>The Head Contract will take precedence.</p> <p>The following clauses under the Head Contract apply in addition to the terms of this Subcontract.</p> <p>Clause 5 (RO use of Grant and obligations)</p> <p>Clause 7 (Records and audit)</p> <p>Clause 8 (Procurement of assets and services)</p> <p>Clause 9 (Monitoring and evaluation)</p> <p>Clause 10 (Reporting)</p> <p>Clause 11 (Acknowledgement and publicity)</p> <p>Clause 12 (Intellectual property)</p> <p>Clause 13 (Indemnities)</p> <p>Clause 14 (Compliance with laws, guidelines and policies)</p> <p>Clause 16 (Work health and safety)</p> <p>Clause 17 (Confidentiality and privacy)</p> <p>Clause 20 (Conflict of interest)</p> <p>Clause 21.5 (Insurance)</p>



RECITALS:

- A. Griffith is the recipient of funding under the Head Contract, and is responsible for undertaking the Project.
- B. The Subcontractor is the employer of the Key Personnel.
- C. Griffith wishes to engage the Subcontractor to provide the Services, by way of contribution to the Project.
- D. The Parties agree that the Services shall be provided on the terms and conditions contained in this Agreement.

OPERATIVE PROVISIONS:**1. Definitions****1.1** In this Agreement:

"Agreement" means this agreement including the Schedule(s) and any Annexures.

"Confidential Information" means information that:

- (a) is by its nature confidential;
- (b) is treated by the disclosing Party as confidential; or
- (c) the receiving Party knows or ought to know is confidential.

"Existing Material" means any works, items, material or information, including Intellectual Property, produced, developed, owned or licensed by a Party prior to or independently of the Services and Deliverables provided pursuant to this Agreement.

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

"Intellectual Property" means all intellectual property rights including, without limitation, patents, patentable and non-patentable inventions or discoveries (together with field/ laboratory notebooks, papers, biological materials, manner, methods or process of manufacture or construction, chemical compositions or formulations relating to such patents, inventions or discoveries), registered and unregistered designs, plant breeder's rights, topographies, databases, computer

software (including source code, firmware, courseware and related material), works generated by and/or with computer equipment or software, copyright (including future copyright), registered and unregistered trade marks, trade secrets and know-how, eligible layout or design (or other exclusive rights in relation to any integrated circuit or semiconductor chip), the right to have Confidential Information kept confidential and any of the related rights (including the right of registration or application for registration) throughout the world.

"Moral Rights" means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the *Copyright Act 1968 (Cth)*, and if the works are used in any jurisdiction other than Australia, any similar right capable of protection under the laws of that jurisdiction.

"Party" means a party to this Agreement.

"Personal Information" means has the same meaning as under the *Information Privacy Act 2009 (Qld)*, which currently is information or an opinion, including information or an opinion forming part of a data base, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Project Material" means any Deliverables, works, items, material or information, including Intellectual Property, produced or developed by the Subcontractor in the course of providing the Services to Griffith.

"Third Party Material" means any works, items, material or information, including Intellectual Property, produced, developed, owned or licensed by a third party, not being a Party to this Agreement.

2. Interpretation

- 2.1 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) clause headings, words capitalised or in bold format and notes in square brackets (" ") are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
- (e) all references to clauses are to clauses in this Agreement;
- (f) all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- (g) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth or the State of Queensland and, if it has been or is amended, is a reference to that statute or other legislation as amended; and
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 3. Term**
- 3.1 The term of this Agreement is specified in the Schedule ("Term").
- 4. Provision of Services**
- 4.1 The Subcontractor will provide the Services:
- (a) in accordance with:
- (i) the milestones and time frames specified in the Schedule;
- (ii) the terms and conditions of the Head Contract attached at Annexure A, except to
- the extent of any inconsistency between this Agreement and the Head Contract, in which case, the Head Contract will apply; and
- (iii) all legislation, regulations and codes affecting the Services;
- (b) to a high professional standard; and
- (c) during the Term of this Agreement.
- 4.2 The Subcontractor will provide the Deliverables in accordance with the time frames specified in the Schedule.
- 5. Key Personnel**
- 5.1 The Subcontractor must:
- (a) ensure that the Key Personnel undertake the work in relation to the Services and Deliverables;
- (b) notify Griffith as soon as reasonably practicable if any of the Key Personnel can not undertake the work; and
- (c) promptly replace the Key Personnel with a person of equal qualification, upon prior written consent of Griffith, at no additional cost to Griffith.
- 6. Service Fee**
- 6.1 In consideration of the performance of the Services, Griffith must pay the Service Fee in accordance with the Schedule.
- 7. Additional Services**
- 7.1 Griffith may request that the Subcontractor provides additional services, in addition to those set out in the Schedule of this Agreement, from time to time. Such a request must:
- (a) be in writing; and
- (b) specify (where possible):
- (i) the precise details of any additional services;
- (ii) the time frame of such additional services;

- (iii) the requisite Key Personnel who may be required for such additional services; and
 - (iv) an estimate of the increase in the Service Fee, allowances and costs associated with the additional services.
- 7.2 The Subcontractor may, at its sole discretion, accept, reject or amend Griffith's request for additional services.
- 7.3 Once the Parties have agreed upon the scope of the additional services, the Parties must create a new Schedule, incorporating all the original Services and the additional services. This new Schedule must be signed by both Parties. A new Schedule signed by both Parties will be deemed a valid variation to this Agreement.
- 8. **Intellectual Property**
- 8.1 Intellectual Property in all Project Material vests in Griffith upon its creation.
- 8.2 Clause 8.1 does not affect the ownership of Intellectual Property in any of Griffith's Existing Material or the Subcontractor's Existing Material
- 8.3 Griffith grants the Subcontractor a perpetual, irrevocable, non-exclusive, world wide, royalty free licence to use, reproduce, adapt, modify and communicate Griffith's Existing Material for the sole purpose of providing the Services pursuant to this Agreement.
- 8.4 Either Party must obtain all necessary copyright and other Intellectual Property rights and permissions before introducing any Third Party Material into the Services.
- 8.5 The Subcontractor grants Griffith a perpetual, irrevocable, non-exclusive, world wide, royalty free licence (including the right to sub-licence) to use, reproduce, adapt, modify, communicate and exploit the Subcontractor's Existing Material (but only to the extent that the Subcontractor's Existing Material is incorporated into the Project Material).
- 8.6 To the extent permitted by applicable laws and for the benefit of Griffith, the

Subcontractor must use its best endeavours to ensure that each of the Key Personnel consents in writing to the use of the Project Material for the Specified Acts (defined in clause 8.7), even if its use would otherwise be an infringement of the Key Personnel's Moral Rights.

8.7 For the purposes of clause 8.6, "**Specified Acts**" means:

- (a) failure to identify the authorship of any Project Material, or any content in the Project Material (including without limitation literary, dramatic, artistic or musical works and cinematograph films within the meaning of the *Copyright Act 1968 (Cth)*;
- (b) materially altering the style, format, colours, content or layout of the Project Material;
- (c) reproducing, publishing, communicating, performing, adapting or exhibiting any Project Material without attributing the authorship; and
- (d) adding any additional content or information to the Project Material.

9. **Confidential Information**

9.1 Subject to clause 9.3, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party to a third party.

9.2 In giving written consent to the disclosure of Confidential Information, a Party may impose such conditions as it thinks fit, and the other Party agrees to comply with those conditions.

9.3 The obligations on each Party under clause 9.1 will not be taken to have been breached to the extent that Confidential Information of the other Party is:

- (a) disclosed by a Party to its legal or financial advisors and its employees and the Party's employees, on a need to know basis, solely in order to comply with the obligations, or to exercise rights, under this Agreement;

- (b) authorised or required by law to be disclosed; or
- (c) in the public domain other wise than due to breach of this Agreement.
- 10. Protection of Personal Information**
- 10.1 The Parties agree and acknowledge that if the Existing Material or Project Material contains Personal Information each must comply with the *Information Privacy Act 2009 (Qld)* and any other relevant privacy laws (including the *Privacy Act 1988 (Cth)*). If either Party becomes aware of a breach or suspected breach of any such laws, they shall immediately notify the other Party.
- 11. Indemnity and Insurance**
- 11.1 The Subcontractor indemnifies Griffith against all claims, expenses, losses, damages and costs, loss or damage suffered or incurred by Griffith (however caused, including by the negligence of the Subcontractor) arising from:
- (a) a breach of this Agreement;
- (b) actual or alleged infringement of any third party Intellectual Property rights or other rights in respect of the Services and/or Deliverables; or
- (c) any negligent act or omission or wilful misconduct of the Subcontractor, the Key Personnel, its employees or agents,
- except to the extent that any negligent act or omission of Griffith contributed to the relevant liability.
- 11.2 The Subcontractor must:
- (a) effect and maintain professional indemnity insurance and public liability insurance in relation to its performance of the Services for the duration of the Term and for a period of 12 months after this Agreement has expired or been terminated; and
- (b) provide evidence of currency of such insurance to Griffith upon request.
- 12. Termination**
- 12.1 Either Party may terminate this Agreement without cause by giving 14 days notice in writing to the other.
- 12.2 Each Party may terminate this Agreement by notice in writing to the other Party in the event that:
- (a) the Head Contract is terminated;
- (b) the other Party has breached a provision of this Agreement and fails to remedy that breach within 30 days after receiving notice requiring it to rectify the breach;
- (c) the other Party breaches a material provision of this Agreement where that breach is not capable of remedy; or
- (d) the other Party becomes insolvent,
- in which case the terms of this Agreement terminate on the date specified in the notice, or if no date is specified immediately.
- 12.3 If this Agreement is terminated pursuant to clause 12.1, the effect of termination of this Agreement is that:
- (a) Griffith will be liable to pay the Subcontractor for:
- (i) the Services rendered before the effective date of termination; and
- (ii) reasonable costs incurred by the Subcontractor and directly attributable to the termination; and
- (b) the Subcontractor will deliver to Griffith:
- (i) all Project Material (in whatever form) which exists as at the date of termination; and
- (ii) any of Griffith's Existing Material.
- 12.4 Clauses 8 (Intellectual Property), 9 (Confidential Information), 10 (Personal Information) and 11 (Indemnity and Insurance) survive the termination of this Agreement.

- 12.5 Termination of this Agreement does not affect any accrued rights or remedies of a Party.
13. **GST**
- 13.1 The Parties acknowledge that dollar amounts described in this Agreement are stated exclusive of GST.
- 13.2 If this Agreement or any supply under or in respect of this Agreement becomes subject to GST, and if the recipient of the consideration is liable to GST in relation to any supply under this Agreement, the Parties agree that the amount payable for any supply under or in respect of this Agreement by any Party shall be adjusted by the amount of the GST.
- 13.3 Each Party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
14. **Miscellaneous**
- 14.1 Any notice given under this Agreement:
- (a) must be in writing and signed by a person authorised by the sender;
 - (b) must be delivered to the intended recipient by post or by hand or fax to the address or fax number set out in the Schedule;
 - (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, two Business Days after the date of posting; and
 - (iii) in the case of fax, on receipt by the sender of a transmission control report from the dispatching machine,
- but if the result is that a notice would be taken to be given or made on a day which is not a Business Day, or is later than 4.00pm (local time), it will be taken to have been duly given or made on the next Business Day.
- 14.2 This Agreement constitutes the entire agreement between the Parties and supersedes all previous written and oral agreements and understandings reached by the Parties regarding the Services.
- 14.3 Alterations or variations of this Agreement will not be valid unless in writing and signed by both Parties.
- 14.4 No rights under this Agreement will be deemed to be waived except where the waiver is in writing and signed by both Parties. A waiver by a Party will not prejudice that Party's rights in respect of any subsequent breach of this Agreement. Any failure by either Party to enforce any clause of this Agreement, any forbearance, delay, or indulgence generated by either Party to the other will not be construed as a waiver of rights under this Agreement.
- 14.5 Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.
- 14.6 Each Party must bear its own costs of preparing and executing this Agreement.
- 14.7 This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia. The Parties submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.
- 14.8 This Agreement may be signed in any number of counterparts (whether in original, scanned, electronic or facsimile form) and all those counterparts together make one instrument.
- 14.9 The Parties agree to be bound by any Special Conditions identified in the Schedule and those Special Conditions override the other terms and conditions of this Agreement to the extent of any inconsistency.

EXECUTED AS AN AGREEMENT:

Signed for and on behalf of
GRIFFITH UNIVERSITY
by its authorised officer:


Signature

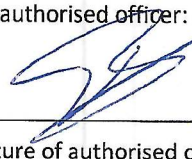
Daina Garklavs
Deputy Director, Research Services

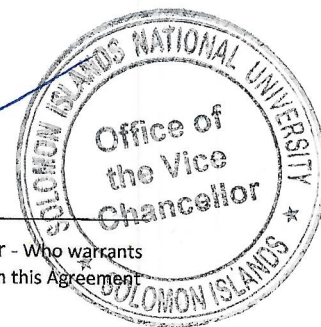
Name and position of authorised officer

17 April 2023

Date

Signed for and on behalf of
by an authorised officer:


Signature of authorised officer - Who warrants
by signing they have authority to sign this Agreement
on behalf of the Subcontractor



Name and position of authorised officer



Date

14/4/2023



ANNEXURE A – HEAD CONTRACT

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ANNEXURE B – WORK PLAN AND BUDGET

A handwritten signature in blue ink, consisting of stylized initials and a surname, located at the bottom right of the page.

ANNEXURE C - PROGRESS REPORT TEMPLATE

A handwritten signature in blue ink, consisting of stylized initials and a surname, located at the bottom right of the page.

ANNEXURE D – FINANCIAL REPORTING TEMPLATE

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