

# CONDITIONS OF AWARD



09-03

## CRC FOR SHEEP INDUSTRY INNOVATION

## MASTERS AND PHD SCHOLARSHIPS SPECIALISING IN SHEEP AND WOOL SCIENCE

### 1. INTERPRETATION

In these conditions:

“Award” shall mean the CRC for Sheep Industry Innovation Masters or PhD Scholarship;

“Centre Agreement” shall mean the agreement for the establishment and operation of the CRC for Sheep Industry Innovation dated February 2002 as amended from time to time;

“CEO” shall mean the Chief Executive Officer of the CRC as defined in the Commonwealth Agreement;

“Commonwealth Agreement” shall mean the agreement between the CRC core parties and the Commonwealth of Australia dated February 2002 as amended from time to time;

“CRC” shall mean the CRC for Sheep Industry Innovation;

“CRC Partners” means the parties to the Centre Agreement being the University of New England, the State of New South Wales, the State of Western Australia, the State of Queensland, the Commonwealth Scientific and Industrial Research Organisation, Australian Meat Processor Corporation Ltd and Australian Wool Innovation Ltd;

“Executive Committee” means the Committee as defined in the Commonwealth Agreement;

“Faculty” shall mean the Faculty of the Sciences or the Faculty of Economics, Business and Law of the University of New England or appropriate Faculty of another University;

“Governing Board” means the Governing Board as defined in the Centre Agreement;

“Masters degree” shall mean the Master of Science or Master of Economics degree of the University of New England or their equivalents at another university linked to the CRC;

“PhD” shall mean the degree of Doctor of Philosophy of the University of New England or its equivalent at another university linked to the CRC;

“PhD Committee” shall mean the PhD Committee of the University of New England or another university linked to the CRC;

“Postgraduate Scholarship Committee” shall mean the Committee appointed by the Executive Committee to assess Scholarship applications and recommend Awards on behalf of the CRC;

“Project Leader” means the project leader appointed in respect of this Award under the Centre Agreement;

“Scholar” shall mean the person holding the Award;

“University” shall mean the University of New England or another University linked to the CRC.

## **2. ADMINISTRATION**

- 2.1 This Award is provided by the CRC in pursuit of its objectives to enhance the contribution of long term scientific and technological research and innovation to Australia's sustainable economic and social development and to enhance the value to Australia of graduate researchers. The CRC has identified this Award as a project under one of its research, training and commercialisation programs.
- 2.2 The Award shall be administered through the procedures of the University and managed by the Project Leader.

## **3. ELIGIBILITY**

- 3.1 A Scholar must be enrolled as a full-time candidate for the PhD or Masters degrees. Candidates wishing to enrol part-time must seek special dispensation by the Postgraduate Scholarship Committee.
- 3.2 A Scholar must be an Australian citizen or have been a permanent resident of Australia for at least 12 months prior to the commencement of the Award.
- 3.3 A person who already holds the degree of Doctor of Philosophy or who has submitted work to the University or any other institution in fulfilment of the requirements for a degree of Doctor of Philosophy may not hold the Award.

## **4. STIPEND AND ALLOWANCES**

- 4.1 There will be two types of Award, a full Scholarship, and a supplementary or "top up" Scholarship. The full Award for a PhD Scholarship shall carry an annual tax-free stipend valued at \$30,000. The full Award for a Masters Scholarship will be 90 per cent of that for a PhD Scholarship. Payments will be made fortnightly. A supplementary Award shall provide funds to supplement another Scholarship of lower value, thus bringing its tax-free stipend up to that of the equivalent CRC Scholarship. A stipend will not be reduced during the tenure of an Award.
- 4.2 A Scholar required to move to a CRC site from another location within Australia to take up the Award shall, on application, receive the following relocation allowances:
  - Economy airfare for himself/herself, partner and dependants.
  - Removal expenses of up to a maximum of \$1,345 based on \$465 per adult and \$235 per child. The Scholar's removal expenses will be reimbursed on his/her production of receipts for the expenses incurred.
- 4.3 The Scholar shall be entitled to a thesis allowance of up to \$830 in the case of a PhD and \$415 in the case of a Masters provided that his or her Masters or PhD thesis is submitted for examination not later than two years after the termination of the Award and provided that the Award has not been terminated in terms of Clause 18.2 of these Conditions. The Scholar's application for the thesis allowance must be accompanied by receipts detailing the thesis preparation costs incurred.
- 4.4 The Commonwealth Government provides Australian Postgraduate Awards without stipend (previously HECS Exemption Scholarships) for Award by institutions and the Scholar will be eligible to receive an APA without stipend in accordance with the policies of the University.

## **5. DURATION OF AWARD**

Unless the Award is extended in terms of Clause 11 the maximum period of tenure of the Award shall be three years in the case of a PhD and two years in the case of a Masters degree.

## **6. COMMENCEMENT OF AWARD**

The Scholar shall take up the Award within such period as the appropriate management board may allow. The offer of an Award may be withdrawn if the Scholar does not commence by the allowed date. Normally, the commencement date shall be within six months of the end date that the scholarship was awarded.

## **7. RESEARCH PROJECT**

- 7.1 As a candidate for a Masters or PhD degree, the Scholar shall undertake a course of study and research within a School or Departments of the relevant Faculty.
- 7.2 The Scholar shall carry out the research at the University and at approved CRC research locations, the time to be spent at each location to be determined by the supervisors.
- 7.3 The course of study and research must be approved by the PhD Committee of the University and the CRC Executive Committee.
- 7.4 The facilities required for the course of study and research shall be provided by the CRC and the University.
- 7.5 With the approval of the PhD Committee and the Executive Committee, on the recommendations of the supervisors, the Scholar may conduct part of the research at other locations within Australia.
- 7.6 Subject to the approval of the PhD Committee on the recommendation of the supervisors and the relevant Head of School or Department, the Executive Committee may permit a Scholar to conduct research at an overseas location for a period of up to 12 months or, in very exceptional circumstances, for up to 18 months. Overseas research will be approved only when it is essential for completion of the approved research project and only when adequate supervision can be provided. Applications for permission to undertake overseas research must be made at least three months prior to the proposed date of departure.

## **8. APPOINTMENT OF SUPERVISORS**

- 8.1 A supervisor or supervisors of the Scholar's course of study and research will be appointed by the PhD Committee of the University.
- 8.2 At least one supervisor shall be a member of the academic staff of a School or Department of the appropriate Faculty. Normally, a member of staff of the CRC shall be a co-supervisor.

## **9. LEAVE**

- 9.1 Leave entitlements are based on those available under nationally competitive Scholarships such as the Australian Postgraduate Awards.
- 9.2 A Scholar shall be entitled to 20 days of recreation leave each year. Leave may not be accumulated and must be taken during the tenure of the Award. Supervisor's approval must be obtained before leave is taken.
- 9.3 The Executive Committee may grant a Scholar a total of not more than 12 weeks (60 days) of sick leave during his or her tenure of the Award. Applications for sick leave for any one period in excess of five days must be supported by an appropriate medical certificate.
- 9.4 The Executive Committee may grant a Scholar maternity leave for a period of 12 weeks during her tenure of the Award.
- 9.5 A Scholar shall continue to receive stipend payments during any period of approved leave.

## **10. SUSPENSION**

- 10.1 On the recommendation of the supervisors and the relevant Head of School or Department, a Scholar who, during the tenure of the Award, is unable to pursue candidature for the Masters or PhD degree may be granted suspension of the Award by the Executive Committee.
- 10.2 Normally, the maximum period of suspension shall be for periods totalling not more than 12 months; in exceptional circumstances, the Executive Committee may approve suspension for a period or periods of up to two years.
- 10.3 A Scholar seeking to resume the Award after a period of suspension must satisfy the Executive Committee that he or she is in a position to resume full-time candidature for the Masters or PhD degree. Where the suspension was due to illness, the Scholar must provide a medical certificate certifying fitness to resume full-time candidature.

## **11. EXTENSION OF AWARD**

- 11.1 The Executive Committee may approve extension of the Award in the case of a PhD for a period of up to six months where the supervisors have certified that completion of the research has been delayed by circumstances beyond the Scholar's control and of other than a personal nature.
- 11.2 The Executive Committee may approve extension of an Award to compensate the Scholar for individual periods of sick leave of longer than two weeks duration.

## **12. RENEWAL**

- 12.1 Annually, on or about the anniversary of the commencement of the Award, the Scholar shall provide to the Executive Committee a report on the study and research completed over the previous 12 months and shall state whether continuation of the Award is required. The report shall be submitted to the Committee together with reports from the supervisors commenting on the Scholar's progress. The first such report may be a copy of the report required by the PhD Committee, or in the case of a Masters candidate by the relevant Faculty.
- 12.2 If the report required under Clause 12.1 has not been submitted within period of one month after the relevant anniversary of commencement of the award, payments of the stipend may be suspended.
- 12.3 If, at any time, any of the supervisors are not satisfied that the Scholar is diligently pursuing the course of study and research, he or she shall so report to the Executive Committee.

## **13. OTHER SCHOLARSHIPS**

Unless otherwise permitted by the Executive Committee, the Scholar shall not hold another Scholarship concurrently with the Award. Under no circumstances may a Scholar receive any additional stipend from any other Australian Government department or agency or from any industry body that administers government funds.

## **14. OTHER STUDY**

The Scholar may not enrol as a candidate for any course of study that is not an essential component of the prescribed course of study and research.

## **15. OTHER EMPLOYMENT**

The Scholar may undertake paid employment during the tenure of the Award only with the approval of the supervisors and, in any case, for not more than 240 hours per year. Generally, no more than eight hours of employment per week shall be permitted. The Scholar cannot be required to undertake employment. Candidates wishing to undertake employment in excess of 240 hours per year must seek special dispensation by the Postgraduate Scholarship Committee.

## **16. OTHER OBLIGATIONS**

- 16.1 A Scholar must immediately inform the Executive Committee in writing if he or she:
- leaves Australia for reasons other than for approved overseas research, or unless he or she has received approval for suspension of the Award or is on approved recreation leave;
  - is absent from full-time candidature for a period of 14 days or longer without prior approval;
  - is granted another Scholarship.
- 16.2 As a candidate for a Masters or PhD degree the Scholar shall be bound by the rules of the University and shall be entitled to all privileges of the University.
- 16.3 The Scholar shall be expected to participate in the postgraduate student life of the University through participation in seminars and other activities relevant to the promotion of the research ethos of the University.

- 16.4 The Scholar shall abide by the NH&MRC codes on human and animal experimentation, guidelines established by the Australian Government's Recombinant DNA Monitoring Committee and rulings of the Occupational Health and Safety and Animal Care and Ethics Committees of the University.

## **17. INTELLECTUAL PROPERTY**

- 17.1 The Scholar will keep secret and confidential and not disclose, without the prior written consent of the CEO:
- (a) any information provided or made available to the Scholar by the CRC, the CRC Partners, the Project Leader, their employees or agents for the purposes of the Scholar's study and research under this Award;
  - (b) any information, data, results, tests or analyses created or identified by, or made available to, the Scholar in the course of study and research under this Award;
  - (c) any information the disclosure of which might prejudice the subsistence or commercialisation of any intellectual property arising out of, or related to the Scholar's study and research under this Award.
- 17.2 The obligation of confidentiality in 17.1 above does not apply to information which:
- (a) is in, or becomes part of, the public domain other than as a consequence of an unauthorised disclosure by the Scholar or any other person;
  - (b) is received from a third party without any obligation to hold it in confidence;
  - (c) is identified in writing by the CRC, the CRC Partners or the Project Leader as not subject to any obligation of confidentiality;
  - (d) the Scholar may be required by law to disclose.
- 17.3 Subject to clause 17.1, the Scholar shall be free to publish the results of his or her research under the Award provided that:
- (a) appropriate acknowledgment of the CRC and the University is made;
  - (b) approval to publish is obtained from any co-researcher or collaborator.
- 17.4 The Scholar shall not disclose, without the permission of the CEO:
- (a) information concerning or related to the policies, operations, structures, programs and projects of the CRC;
  - (b) information concerning or relating to or arising out of meetings, committee reports or internal discussions of the CRC or the CRC Partners;
  - (c) information contained in official or confidential documents of the CRC or the CRC Partners which is made available to, or becomes known to, the Scholar during the course of the Award.
- 17.5 The Scholar agrees to use his or her best endeavours to ensure nothing is done which might prejudice the subsistence or commercialisation of any intellectual property relating to, or arising out of, the Scholar's research and study under this Award. In particular, the Scholar shall not publish or disclose any information so as to preclude the grant of a patent or otherwise cause the loss of any confidential know-how or intellectual property.
- 17.6 In considering a request for publication, the CEO will decide, in consultation with the CRC Partners, the Project Leader and the Scholar whether patent protection or other intellectual property protection should be pursued in respect of any intellectual property related to, or developed or arising out of, the research and study undertaken in connection with this Award. If the CEO decides that patent or other intellectual property protection is to be pursued, then the CEO will either:
- (a) suggest alterations to the publication so that it does not disclose information affecting any commercially valuable intellectual property rights;

(b) if altering the publication is impractical, delay publication for a stipulated period not exceeding 18 months from the date of the request.

17.7 To the extent that any intellectual property developed during the course of the Award arises as a consequence of the inventive contribution of the Scholar, whether alone or in collaboration with others, the Scholar assigns all right, title and interest to such intellectual property to the CRC Partners and agrees to execute all documents necessary to effect such assignment as may be required. In any applications for patents, the Scholar will be identified as an inventor. In the event that the intellectual property is successfully commercialised by the CRC Partners, the CRC Partners will negotiate in good faith with the Scholar to provide the Scholar with a financial return in recognition of the Scholar's inventive contribution.

## **18. TERMINATION OF AWARD**

18.1 The award shall terminate two weeks after the Scholar's submission of his or her Masters or PhD thesis or, unless the Award is extended in terms of Clause 11, on the third anniversary of the commencement of the Award (or second anniversary for Masters), whichever is the earlier.

18.2 The Executive Committee may terminate the award at any time if:

- the Scholar breaches any of these conditions;
- the Scholar ceases to be a candidate for a Masters or PhD degree;
- the Scholar is absent from his or her course of study and research without approval;
- in the opinion of the Executive Committee, on the advice of the supervisors and the Head of the relevant School or Department of the Faculty, the Scholar's progress has been unsatisfactory. The Award may be terminated in this circumstance irrespective of whether the PhD Committee permits continuation of candidature for the degree.

18.3 Before an award is terminated in terms of Clause 18.2, the Scholar shall be provided with an opportunity to show cause why it should not be terminated.