



Australian Government
Australian Research Council

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Tuesday, 27 February 2007

Mr Warwick Dawson
Director, Research Office
The University of Sydney
NSW 2006

Dear Mr Dawson

PROJECT ID: LE0668351
1ST CI: DR JG ROBERTSON
PROJECT TITLE: AUSTRALIAN MEMBERSHIP OF THE INTERNATIONAL GEMINI PARTNERSHIP

Thank you for the completed "Variation of Funding Agreement – Request for variation of funding period and approved funding limit" form, dated 14 February 2007, received from The University of Sydney. The variation was in regard to an extension of the funding period for the above-named project until 31 December 2010. The University of Sydney also sought revised funding as follows:

2008 - \$900,000
2009 - \$900,000
2010 - \$900,000

I am pleased to advise that the requested variation to the funding period and revised funding limit have been approved by the Minister's delegate, subject to Parliamentary Appropriation. This approval constitutes an amendment to the 2006 Funding Agreement, under which funding to this project was awarded.

The funding specified above will be paid to The University of Sydney in Pay 1 of each year.

Please note: As specified in the 2006 Funding Agreement, all ARC reporting requirements must continue to be met for the duration of the project, including submission of:

- annual End of Year and Progress Reports; and
- a Final Report by 1 November of the year following the calendar year in which all ARC Funding and Collaborating and Partner Organisations' contributions have been expended.

If you have any questions or concerns about this matter please contact Ms Kathie Dent on 02 6287 6629 or at kathie.dent@arc.gov.au.

Yours sincerely

Kathie Dent
Acting Assistant Director
Linkage Infrastructure, Equipment and Facilities

cc. Professor Merlin Crossley, Acting Deputy Vice-Chancellor (Research), The University of Sydney.



VARIATION OF FUNDING AGREEMENT

Request for variation of funding period and approved funding limit

Project ID LE 0668351 _____ 1st named CI _____ Dr J. Gordon Robertson _____

Title Australian Membership of the International Gemini Partnership

Administering Institution/Organisation _____ The University of Sydney _____

Project Commencement Date 01/01/2006

Project Completion Date 31/12/2007



Proposed revised project completion date 31/12/2010

Please Note: The Final Report for the Project is due within 6 months of the date of revised completion date

Revised funding limit \$900,000 p.a.
(The revised funding limit sought is to be effective from 2008)

REASON

Changes made to the Linkage Infrastructure Equipment and Facilities (LIEF) funding rules for the 2008 round have unexpected implications for the new joint LIEF-NCRIS funding arrangement that will allow Australia's international collaboration in Gemini to continue and maintain its access to the Gemini Observatory's telescopes. Australia remains committed to the Gemini partnership through the current multi national agreement until 31 December 2012.

This situation can be addressed through a variation to the funding approval for the current LIEF Project LE0668351. Therefore, in accordance with clause 10.1.2 of the approved 2006 LIEF Funding Rules, we request that the annual allocation be revised down to \$900,000 per annum, and that this variation apply for the next three years (2008-2010 inclusive). It is also proposed that through this amendment, the required cash contribution by the participating organisations now be made available to the project by Astronomy Australia Limited (AAL).

ARC TO COMPLETE

Comments/ Issues

Variation approved / ~~not approved~~

Signature of Minister's delegate



Name of Minister's delegate

L. MARSON

Executive Director (Disciplines and Programs)

Date signed

20/2/07

Action Officer: K.D.

GMIIS change of status: 2112107

Pay Period: ---

Final Report Template raised in GAMS: TTT



Australian Government

Australian Research Council



Funding Agreement

between the

Commonwealth of Australia

as represented by the

Australian Research Council

and

The University of Sydney

regarding funding for

**Linkage Infrastructure Equipment and
Facilities**

to commence in

2006

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SCHEDULE A

SCHEDULE B

Parties and recitals

THIS AGREEMENT is made on the 6th day of January 2006

BETWEEN the

COMMONWEALTH OF AUSTRALIA ('the **Commonwealth**'), as represented by and acting through the Australian Research Council ('the **ARC**') [ABN 35 201 451 156];

AND

The University of Sydney ('the **Organisation**')

WHEREAS:

- A The Commonwealth through the ARC operates a Program, being the *Linkage Infrastructure Equipment and Facilities* ('the **Program**').
- B The Commonwealth accepts that the Organisation is an eligible body for the purposes of the Program, and the Commonwealth may provide financial assistance to enable the Organisation to conduct the Projects, being those described in Schedule A.
- C The Commonwealth is required by law to ensure the accountability of Funding and accordingly, the Organisation is required to be accountable for all Commonwealth Funding it receives under this Agreement.
- D The Commonwealth wishes to provide Funding under the Program to the Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Definitions

21.1 In this Agreement, unless the contrary intention appears:

'**ABN**' has the meaning as given in section 41 of the *A New Tax System (Australian Business Number) Act 1999*;

'**the Act**' means the *Australian Research Council Act 2001*, or subsequent relevant legislation as amended from time to time;

'**Approved Proposal**' means a proposal for expenditure for purposes that will assist Programs of research undertaken by Organisations under section 51 of the Act approved by the Minister and, in this Agreement, includes all Projects funded at a particular Organisation and set out in Schedule A;

'**ARC**' means the Australian Research Council, as established under the *Australian Research Council Act 2001* or subsequent relevant legislation, as amended from time to time, to make recommendations to the Minister on the allocation of research funds, and includes the members of its Board and Committees;

'**ARC's website**' means the website located at the URL <http://www.arc.gov.au>;

'**Asset**' includes personal, real or incorporeal property, but shall not mean Intellectual Property;

