



# **Other Grants (Research) Amendment (Australia's Economic Accelerator Program) Guidelines 2023**

---

I, Jason Clare, Minister for Education, make the following guidelines.

Dated 13 December 2023

Jason Clare  
Minister for Education

---



---

# Contents

1 Name.....	1
2 Commencement .....	1
3 Authority.....	1
4 Schedules.....	1
<b>Schedule 1—Amendments</b>	<b>2</b>
<i>Other Grants Guidelines (Research) 2017</i>	2



---

## **1 Name**

This instrument is the *Other Grants (Research) Amendment (Australia's Economic Accelerator Program) Guidelines 2023*.

## **2 Commencement**

This instrument commences the day after this instrument is registered.

## **3 Authority**

This instrument is made under section 238-10 of the *Higher Education Support Act 2003*.

## **4 Schedules**

Each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

---

## Schedule 1—Amendments

### *Other Grants Guidelines (Research) 2017*

#### 1 Subsection i.v.ii

Insert:

*FTE* means the number of hours that is considered full-time for an employee at an organisation

*HERC IP Framework* means the intellectual property framework developed by the department as in force at the time the *Other Grants (Research) Amendment (Australia's Economic Accelerator Program) Guidelines 2023* commenced

Note: The HERC IP Framework as in force at the time the *Other Grants (Research) Amendment (Australia's Economic Accelerator Program) Guidelines 2023* commenced can be viewed on the department's website at [Higher Education Research Commercialisation Intellectual Property Framework - Department of Education, Australian Government](#).

*participating organisation* means, in Chapter 5, the grant recipient and any organisation that the grant recipient has entered into an agreement with, in relation to the provision of a cash contribution or in-kind contribution, in establishing their project

#### 2 After paragraph 4.25

Insert:

### CHAPTER 5—AUSTRALIA'S ECONOMIC ACCELERATOR PROGRAM

#### 5.1 Program

The Australia's Economic Accelerator Program is specified for the purpose of assisting higher education providers to undertake programs of research, in areas of national priority, that progress development of technologies and services to a state of commercial investor readiness, under item 14 of the table in subsection 41-10(1) of *the Act*.

#### 5.5 Program objectives

The objectives of the Australia's Economic Accelerator Program are to provide grants that:

- (a) support higher education providers to bridge the divide between basic research activities and commercialisation outcomes, through closer engagement with industry partners;
- (b) support research activities aligned to national priority areas, undertaken by higher education providers;

- 
- (c) boost the research capability of higher education providers to conduct research with high commercialisation potential;
  - (d) foster a culture of collaboration between universities and industry, including greater job mobility and career development opportunities within both sectors; and
  - (e) encourage industry engagement with university research, boosting research capability in areas with the greatest potential for economic impact.

### **5.10 Approval of grants**

Grants under the Australia's Economic Accelerator Program will be:

- (a) approved by the Minister in writing;
- (b) made in respect of projects; and
- (c) subject to conditions imposed on the grant by the Minister in writing under subsection 41-25(2) of *the Act*.

### **5.15 Priority managers**

For the purposes of paragraph 42-75(1)(a) of *the Act*, the functions of a priority manager in relation to the Australia's Economic Accelerator Program are to:

- (a) provide advice to *the department* in relation to the Australia's Economic Accelerator Program;
- (b) provide advice to potential grant recipients on how grant applications may best align with the objectives of the Australia's Economic Accelerator Program;
- (c) assess initial pitches submitted by eligible higher education providers for Ignite Grants and provide advice on whether the project that is the subject of the pitch satisfies the eligibility criteria set out in *the Act* and these Guidelines and any other selection criteria notified by *the department*;
- (d) make recommendations to *the department* on the merits of eligible Ignite Grant applications that are submitted for consideration for grants under Part 1 of this Chapter;
- (e) assess initial expressions of interest submitted by providers for Innovate Grants, and provide advice on whether these expressions of interest satisfy the eligibility criteria set out in *the Act* and these Guidelines and any other selection criteria notified by *the department*;
- (f) short-list eligible Innovate Grant applications that are submitted for grants under Part 2 of this Chapter, and provide the shortlist to the

---

AEA Advisory Board for its consideration, prior to the Board making recommendations to the Minister or *the department*;

- (g) drive a commercialisation culture and increased capability, knowledge and awareness of research commercialisation, including by encouraging success of projects through coaching and support to grant recipients, building connections across projects, and promoting the Australia's Economic Accelerator Program and other Commonwealth Government commercialisation initiatives;
- (h) provide strategic leadership, advice and mentoring to research and industry stakeholders and create partnerships to benefit the Australia's Economic Accelerator Program; and
- (i) assist *the department* in the management of funded projects as required.

## **5.20 AEA Advisory Board**

For the purposes of paragraph 42-15(d) of *the Act*, the AEA Advisory Board also has the function of making recommendations to the Minister or *the department* on eligible Innovate Grant applications.

## **PART 1—IGNITE GRANTS**

### **5.25 Purpose of Ignite Grants**

Grants may be made to providers under the Australia's Economic Accelerator Program for the purposes described in paragraph 5.5, and specifically, for the purposes of assisting providers with demonstrating the commercial feasibility of a project by undertaking testing in an industrially relevant environment that simulates the intended commercial use of the technology (*Ignite Grants*).

### **5.30 Specified bodies corporate and extra conditions of eligibility**

*Specified bodies corporate*

- (1) For the purposes of item 14 in the table in subsection 41-10(1) of *the Act*, bodies corporate that are in the 'University College' provider category listed in the *Higher Education Standards Framework (Threshold Standards) 2021*, are eligible to receive Ignite Grants under the Australia's Economic Accelerator program.



---

*Extra conditions of eligibility*

- (2) It is an extra condition of eligibility that grant recipients receiving an Ignite Grant:
- (a) nominate an individual engaged by the grant recipient (***Lead Entrepreneur***) that must commit to work on the project for a minimum of 0.5 *FTE* over the grant period; and
  - (b) demonstrate that, at least one *participating organisation* has committed a cash or in-kind contribution to the project; and
  - (c) demonstrate how their proposed project aligns with one of the following national priority areas:
    - (i) value-add in the resources sector;
    - (ii) value-add in the agriculture, forestry and fisheries sectors;
    - (iii) transport;
    - (iv) medical science;
    - (v) renewables and low emissions technology;
    - (vi) defence capability; or
    - (vii) enabling capabilities such as data science, artificial intelligence and robotics;
    - (viii) a national priority set out in the annual investment plan prepared by the AEA Advisory Board in accordance with section 42-5 of the Act for the relevant year; and
  - (d) demonstrate that, at the time the grant is made, all actual or perceived conflicts of interest, pecuniary or otherwise, both within and outside Australia, that exist in relation to the conduct of the proposed project have been disclosed to *the department*, and the grant recipient has demonstrated that they have taken steps required by *the department* to resolve or address the conflict.

### **5.35 Conditions that apply to Ignite Grants**

*Conflicts of interest*

- (1) The grant recipient must make reasonable enquiries to ensure that no actual or perceived conflicts of interest, pecuniary or otherwise, both within and outside Australia, other than those disclosed to *the department* consistent with sub-subparagraph 5.30(2)(d), exist in relation to the conduct of the project funded by the Ignite Grant.
- (2) If any actual or perceived conflict of interest, pecuniary or otherwise, both within and outside Australia, arises during the project, the grant recipient must immediately make full disclosure of the conflict to *the department*, and take any steps that *the department* requires to resolve or address the conflict.

*Privacy*

---

- 
- (3) If the grant recipient is not an ‘agency’ for the purposes of the *Privacy Act 1988*, the grant recipient must comply with the *Privacy Act 1988* and the Australian Privacy Principles as set out in Schedule 1 of the *Privacy Act 1988*, as if it were an ‘agency’ for the purposes of the *Privacy Act 1988*.
  - (4) If the grant recipient enters into a contract in relation to the performance of the project funded by the Ignite Grant, the grant recipient must ensure that any contractor is contractually bound to comply with the Australian Privacy Principles in Schedule 1 of the *Privacy Act 1988*.

#### *Acknowledgment*

- (5) The grant recipient must acknowledge the contribution made by the Commonwealth to the project funded by the Ignite Grant in all related promotional material, including by ensuring:
  - (a) the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
  - (b) any formal statement issued in relation to any aspect of the project, including speeches, media releases, and brochures, should make reference to the Commonwealth contribution as well as the Australia’s Economic Accelerator Program;
  - (c) any signs or plaques erected in association with the project must acknowledge the Commonwealth assistance; and
  - (d) where an official opening or launch is proposed for the project, the Minister is to be invited to attend or to send a representative.

#### *Liaison and monitoring*

- (6) The grant recipient must:
  - (a) liaise with and provide information about the project funded by the Ignite Grant to *the department* or Priority Managers on request; and
  - (b) comply with all reasonable requests, directions or monitoring requirements received from *the department*.

#### *Indemnity*

- (7) The grant recipient must indemnify the Commonwealth against any loss or liability incurred by the Commonwealth, loss of or damage to Commonwealth property, or loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth arising from:
  - (a) any act or omission by the grant recipient or the grant recipient’s employees, agents or subcontractors in relation to the project funded by the Ignite Grant; or
  - (b) any breach of the grant recipient or any of the grant recipient’s employees, agents or subcontractors of these conditions or conditions

---

imposed on the grant by the Minister in writing under subsection 41-25(2) of *the Act*; or

- (c) any use or disclosure by the grant recipient, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with the project funded by the Ignite Grant; or
- (d) the use by the Commonwealth of the information provided to the Commonwealth by the grant recipient in reports provided as part of the grant recipient's participation in the Australia's Economic Accelerator Program.

#### *Intellectual property*

- (8) The grant recipient must provide *the department* with details of their proposed intellectual property arrangements, including providing details on the use of intellectual property in the project and the ownership of intellectual property created by the project.
- (9) The grant recipient must warrant their ownership of and access to, or the beneficial use of, any intellectual property necessary to carry out the project.
- (10) The grant recipient must offer to use the *HERC IP Framework* when entering into agreements with third parties for activities related to the project funded by the Ignite Grant, and indicate to such third parties the grant recipient's preference to use the *HERC IP Framework*.

## **PART 2—INNOVATE GRANTS**

### **5.40 Purpose of Innovate Grants**

Grants may be made to providers under the Australia's Economic Accelerator Program for the purposes described in paragraph 5.5, and specifically, for the purposes of assisting providers with developing and testing prototypes in an operational environment (*Innovate Grants*).

### **5.45 Specified bodies corporate and extra conditions of eligibility**

#### *Specified bodies corporate*

- (1) For the purposes of item 14 in the table in subsection 41-10(1) of *the Act*, bodies corporate that are in the 'University College' provider category listed in the *Higher Education Standards Framework (Threshold Standards) 2021*, are eligible to receive Innovate Grants under the Australia's Economic Accelerator program.

---

*Extra conditions of eligibility*

- (2) It is an extra condition of eligibility that grant recipients receiving an Innovate Grant:
- (a) nominate an individual engaged by the grant recipient (***Lead Entrepreneur***) to work on the project over the grant period;
  - (b) be partnered with at least one organisation that is an Australian body corporate;
  - (c) demonstrate that, at the time the grant is made, at least one *participating organisation* has committed cash or in-kind contributions to the project equivalent to the grant amount made to the grant recipient;
  - (d) demonstrate how their proposed project aligns with the following national priority areas:
    - (i) value-add in the resources sector;
    - (ii) value-add in the agriculture, forestry and fisheries sectors;
    - (iii) transport;
    - (iv) medical science;
    - (v) renewables and low emissions technology;
    - (vi) defence capability; or
    - (vii) enabling capabilities such as data science, artificial intelligence and robotics;
    - (viii) a national priority set out in the annual investment plan prepared by the AEA Advisory Board in accordance with section 42-5 of the Act for the relevant year; and
  - (e) demonstrate that, at the time the grant is made, all actual or perceived conflicts of interest, pecuniary or otherwise, both within and outside Australia, that exist in relation to the conduct of the proposed project have been disclosed to *the department*, and the grant recipient has demonstrated that they have taken steps required by *the department* to resolve or address the conflict.

## **5.50 Conditions that apply to Innovate Grants**

*Conflicts of interest*

- (1) The grant recipient must make reasonable enquiries to ensure that no actual or perceived conflicts of interest, pecuniary or otherwise, both within and outside Australia, other than those disclosed to *the department* consistent with sub-subparagraph 5.45(2)(d), exist in relation to the conduct of the project funded by the Innovate Grant.

- 
- (2) If any actual or perceived conflict of interest, pecuniary or otherwise, both within and outside Australia, arises during the project, the grant recipient must immediately make full disclosure of the conflict to *the department*, and take any steps that *the department* requires to resolve or address the conflict.

#### *Privacy*

- (3) If the grant recipient is not an ‘agency’ for the purposes of the *Privacy Act 1988*, the grant recipient must comply with the *Privacy Act 1988* and the Australian Privacy Principles as set out in Schedule 1 of the *Privacy Act 1988*, as if it were an ‘agency’ for the purposes of the *Privacy Act 1988*.
- (4) If the grant recipient enters into a contract in relation to the performance of the project funded by the Innovate Grant, the grant recipient must ensure that any contractor is contractually bound to comply with the Australian Privacy Principles in Schedule 1 of the *Privacy Act 1988*.

#### *Acknowledgment*

- (5) The grant recipient must acknowledge the contribution made by the Commonwealth to the project funded by the Innovate Grant in all related promotional material, including by ensuring:
- (a) the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
  - (b) any formal statement issued in relation to any aspect of the project, including speeches, media releases, and brochures, should make reference to the Commonwealth contribution as well as the Australia’s Economic Accelerator Program;
  - (c) any signs or plaques erected in association with the project must acknowledge the Commonwealth assistance; and
  - (d) where an official opening or launch is proposed for the project, the Minister is to be invited to attend or to send a representative.

#### *Liaison and monitoring*

- (6) The grant recipient must:
- (a) liaise with and provide information about the project funded by the Innovate Grant to *the department* or Priority Managers on request; and
  - (b) comply with all reasonable requests, directions or monitoring requirements received from *the department*.

#### *Indemnity*

- 
- (7) The grant recipient must indemnify the Commonwealth against any loss or liability incurred by the Commonwealth, loss of or damage to Commonwealth property, or loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth arising from:
- (a) any act or omission by the grant recipient or the grant recipient's employees, agents or subcontractors in relation to the project funded by the Innovate Grant; or
  - (b) any breach of the grant recipient or any of the grant recipient's employees, agents or subcontractors of these conditions or conditions imposed on the grant by the Minister in writing under subsection 41-25(2) of *the Act*; or
  - (c) any use or disclosure by the grant recipient, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with the project funded by the Innovate Grant; or
  - (d) the use by the Commonwealth of the information provided to the Commonwealth by the grant recipient in reports provided as part of the grant recipient's participation in the Australia's Economic Accelerator Program.

*Intellectual property*

- (8) The grant recipient must provide *the department* with details of their proposed intellectual property arrangements, including providing details on the use of intellectual property in the project and the ownership of intellectual property created by the project.
- (9) The grant recipient must warrant their ownership of and access to, or the beneficial use of, any intellectual property necessary to carry out the project.
- (10) The grant recipient must offer to use the *HERC IP Framework* when entering into agreements with third parties for activities related to the project funded by the Innovate Grant, and indicate to such third parties the grant recipient's preference to use the *HERC IP Framework*.