



**THE UNIVERSITY  
OF QUEENSLAND**  
AUSTRALIA

Došlo na právní oddělení ČZU dne:  
20. 08. 2018

## **SMI Research Agreement**

The University of Queensland ABN 63 942 912 684

Czech University of Life Sciences Prague, Company ID: 60460709

# SMI Research Agreement

## Parties

- UQ**                      **The University of Queensland ABN 63 942 912 684** a body corporate constituted under the *University of Queensland Act 1998* (Qld) of Brisbane in the State of Queensland 4072
- Principal**              **Czech University of Life Sciences Prague**  
**Company ID: 60460709**  
of Prague – Suchdol, 165 00, Kamýcká 129

## Background

- A    The Principal wishes to commission research into a project entitled “Public acceptance of mining: A conceptual framework based on multiscale contexts”. The project aims to investigate factors (especially in the institutional context) that affect public acceptance which is one of the major risk factor of mining projects. It will empirically test a conceptual model of mining acceptability, across different scales (national/regional and local/community) and in different geographical, social, and political contexts. The project assumes public acceptance (of any mining policy or mining operation project) is to a large extent affected by interactions within policy networks that consist of various organizational actors, such as state institutions, local authorities, companies, NGOs, or universities and research organizations, involved in complex policy-making processes at multiple levels, from local, to national and even supra-national. Case studies across mining regions of three mining countries (Czech Republic, Poland and Australia) with different mining traditions and contexts will be compared.
- B    The Principal has agreed to pay UQ the Fees for the Project.
- C    UQ has agreed to perform the Project.
- D    UQ accepts the Fees for the Project on the terms and conditions set out in this Agreement.

## Operative terms

### 1    Definitions and interpretation

---

#### 1.1    Definitions

In this Agreement:

- |                           |   |
|---------------------------|---|
| <b>Agreement</b>          | means this SMI Research Agreement.  |
| <b>Business Day</b>       | means a day in Prague which is not on a weekend or a gazetted public holiday. |
| <b>Chief Investigator</b> | means the chief investigator specified in Schedule 1.                         |

<b>Commencement Date</b>	means the date on which the Project is to commence as set out in Schedule 1.
<b>Completion Date</b>	means the date on which the Project is intended to be completed as indicated in Schedule 1, or as otherwise agreed between the parties.
<b>Confidential Information</b>	<p>with respect to a party means any information:</p> <ul style="list-style-type: none"> <li>(a) relating to the dealings of that party;</li> <li>(b) relating to employees, contractors, students or other persons doing business with that party;</li> <li>(c) of that party which is by its nature confidential;</li> <li>(d) which is designated as confidential by that party; or</li> <li>(e) of that party which the other party knows, or ought to know, is confidential,</li> </ul> <p>irrespective of whether that information was disclosed before, on or after the date of this Agreement, but excludes information:</p> <ul style="list-style-type: none"> <li>(f) that a party can show was already known to, in the rightful possession of or independently developed by that party in good faith and free of any obligation of confidence; or</li> <li>(g) that a party can show is in the public domain otherwise than by a breach of this Agreement or other obligation of confidence.</li> </ul>
<b>Deliverables</b>	means the specific deliverables identified in Schedule 1.
<b>Fees</b>	means the fees specified in Schedule 2.
<b>Force Majeure Event</b>	in relation to a party, means any cause beyond the reasonable control of that party including those arising from an act of war, act of God, fire, storm, earthquake, tsunami, flood, act of terrorism, civil commotion or riot, natural disaster, industrial action, embargo, explosion, lock out or labour disturbance.
<b>Intellectual Property Rights</b>	means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including patent rights, trade mark rights, copyright, plant breeders' rights and rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, confidential information or knowhow, any right of registration of such rights and all other intellectual property.
<b>Internal Use</b>	<p>with respect to Intellectual Property Rights means non-commercial use by a party internally within its own organisation for research and training purposes and excludes:</p> <ul style="list-style-type: none"> <li>(a) the assignment or license of those Intellectual Property Rights to any third party;</li> <li>(b) the right to sub-license those Intellectual Property Rights;</li> <li>(c) allowing those Intellectual Property Rights to be disclosed to third parties; or</li> </ul>



(d) commercialisation of those Intellectual Property Rights.

<b>Project</b>	means the project described in Schedule 3 and includes any administrative activities in connection with the Project.
<b>Project Period</b>	means the period commencing on the Commencement Date and ending on the Completion Date.
<b>Student</b>	means any postgraduate research student enrolled at UQ who is involved in the Project.
<b>Support</b>	with respect to the Project means any support or assistance (including permitting access to the Principal's site where necessary) which is reasonably required for performance of the Project by UQ and any support or assistance to be provided by the Principal as described in Schedule 1.
<b>Term</b>	means the term specified in clause 8.1.

## 1.2 Interpretation

In this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes the other genders;
- (c) headings are for reference only and do not affect the meaning of any provision;
- (d) other grammatical forms of each defined word or expression will have a corresponding meaning;
- (e) a reference to this Agreement includes any schedules or annexures to this Agreement;
- (f) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement;
- (g) a reference to a document or agreement, including a reference to this Agreement, includes a reference to that document or agreement as novated, varied or replaced from time to time;
- (h) a reference to "\$", "\$A", "dollar" or "A\$" is a reference to Australian currency;
- (i) a reference to a month is a reference to a calendar month;
- (j) a reference to an individual includes a reference to bodies corporate, partnerships, incorporated and unincorporated associations, firms, joint ventures, trusts, governments and governmental and semi-governmental bodies;
- (k) a reference to any legislation, regulation or other statutory instrument includes a reference to any enactment, amendment, substitution or consolidation and any statutory instrument issued pursuant to such legislation, regulation or other statutory instrument;
- (l) a reference to writing includes all physical and electronic methods of visibly representing or reproducing words, figures or symbols;



- (m) no rule of construction applies to the disadvantage of the party that drafts this Agreement on the basis that the party suggested the relevant drafting;
- (n) references to a party mean UQ or the Principal and references to the parties mean both UQ and the Principal; and
- (o) words such as “includes” and “including” do not impose any limitation on the construction of general language that is followed by specific examples.

## **2 Project**

---

### **2.1 Commencement and completion**

UQ will commence the Project on the Commencement Date and, unless terminated earlier in accordance with clause 7, will conclude on the Completion Date.

### **2.2 Support**

The Principal must, as and when required, arrange for Support for UQ to perform the Project. UQ will not be obliged to perform any aspect of the Project to the extent that the Principal's failure to comply with its Support obligations prevents or delays UQ's performance.

### **2.3 Acknowledgement**

The Principal acknowledges and agrees that:

- (a) the Project involves research;
- (b) the nature of research means that the Project may not result in any particular outcome, product or commercial Intellectual Property Rights; and
- (c) UQ is not obliged to create any product or commercial Intellectual Property Rights in relation to the Project.

## **3 Deliverables**

---

UQ must use its reasonable endeavours to provide the Deliverables to the Principal as specified in Schedule 1.

## **4 Payment of Fees**

---

### **4.1 Invoices**

UQ must invoice the Principal for the Fees as specified in this Agreement.

### **4.2 Payment**

The Principal must pay the Fees to UQ on the date 30 days after the date of delivery of an invoice from UQ to the Principal, by electronic transfer to the account nominated by UQ from time to time.

### **4.3 Late payment**

If the Principal fails to pay the Fees in accordance with this Agreement, without limiting any other remedies available to UQ, UQ may suspend performance of the Project until the outstanding Fees are paid.

## **5 Confidentiality**

---

### **5.1 Confidentiality**

Each party must:

- (a) keep the Confidential Information of the other party confidential;
- (b) keep the Confidential Information of the other party secure;
- (c) not use or copy the Confidential Information of the other party for any purpose other than to perform that party's obligations or exercise that party's rights under this Agreement;
- (d) only allow access to the Confidential Information of the other parties to the officers, students, employees and agents of that party who have a need to know the Confidential Information and who are bound by obligations of confidence to that party to at least the standard contemplated by this clause 5.1;
- (e) not disclose the Confidential Information of the other party to any third party; and
- (f) not use the Confidential Information of the other party to the disadvantage of that other party.

### **5.2 Exception**

The obligations of confidence contemplated by clause 5.1 do not apply in relation to Confidential Information of the other party to the extent that the Confidential Information is required to be disclosed under applicable law, but only if the disclosing party has given the other party all available notice to enable the other party to attempt to remove that requirement and the disclosing party only discloses the minimum information required.

### **5.3 Injunctive relief**

Each party acknowledges and agrees that:

- (a) if that party breaches this clause 5 in relation to the other party's Confidential Information, then that other party may suffer loss or damage as a result of that breach for which monetary remedies would not be adequate; and
- (b) if that party attempts to breach or threatens to breach this clause 5 in relation to the other party's Confidential Information, then that other party may seek injunctive relief including an injunction restraining that party from committing any breach of this Agreement without the necessity of proving that any actual loss or damage has been sustained or is likely to be sustained by that party.

### **5.4 Acknowledgement**

The Principal acknowledges that UQ manages its Intellectual Property Rights via a number of commercialisation companies and may disclose Confidential Information to those companies, or their consultants, in the course of managing those Intellectual Property Rights. If any such disclosure is to be made, UQ must ensure that the party to whom the disclosure is made is bound by obligations of confidentiality to at least the standard contemplated by this clause 5.

## **6 Publication**

---

- (a) The Principal acknowledges that UQ may publish and otherwise disclose the results of the

Project, provided it first obtains the consent of the Principal under this clause 6, which consent may not be unreasonably withheld or delayed.

- (b) The Principal must respond in a timely manner and in any case within 30 days of receiving a request for consent contemplated by clause 6(a) by:
  - (i) providing consent to the publication or disclosure; or
  - (ii) providing consent to the publication subject to data being anonymised or its confidential information being removed from the draft.
- (c) If UQ has not received a response from the Principal within 30 days, it will be entitled to assume consent has been granted by the Principal to publish the draft or disclose the results in the form in which it was submitted for review.
- (d) A party must acknowledge the contribution of the other party to the Project in any publications directly relating to the results of the Project.
- (e) UQ acknowledges that the Principal may disclose the existence of any Project and the Principal's support of the Project publicly or to any third party.
- (f) Neither party may use any trade mark or logo of the other party without the other party's prior consent to the specific use.

## **7 Students**

---

If a Student's involvement in the Project is supported by a scholarship, the selection, enrolment, management, supervision and examination of that Student will be in accordance with UQ's regulations, policies and procedures.

## **8 Term and Termination**

---

### **8.1 Term**

This Agreement commences on the Commencement Date and continues until the end of the Project Period, unless terminated earlier in accordance with this clause 8.

### **8.2 Termination for breach**

Either party may terminate this Agreement immediately by notice to the other party if the other party:

- (a) commits a material breach of this Agreement; and
- (b) fails to remedy that breach within 60 days of notice requiring the other party to remedy that breach.

### **8.3 Termination for insolvency**

Either party may terminate this Agreement immediately by notice to the other party if the other party:

- (a) commits an act of insolvency;
- (b) has a controller, receiver, receiver and manager or administrator appointed;
- (c) goes into liquidation (other than for the purpose of reconstruction); or



(d) is unable to pay its debts when due.

#### **8.4 Waiver**

Each party expressly waives any rights it may have had to terminate this Agreement other than in accordance with this clause 8.

#### **8.5 Post-termination or expiration**

Following termination or expiration of this Agreement, the parties agree that:

- (a) accrued rights and remedies of a party will not be affected; and
- (b) clauses 5, 9 and any other provisions intended by the parties to survive termination or expiration, will survive termination or expiration of this Agreement and will not be affected by such termination or expiration.

### **9 Limitation of Liability**

---

#### **9.1 Limitation**

Subject to clauses 9.2 and 9.3, each party's liability to the other party in connection with this Agreement for any loss or damage however caused (including due to the negligence of that party) is limited to the Fees.

#### **9.2 Consequential loss**

Subject to clause 9.3, each party is not liable to the other party in connection with this Agreement for any loss or damage however caused (including due to the negligence of that party) that constitutes consequential loss, indirect loss, loss of profits, loss of revenue, loss of reputation, loss of bargain or loss of opportunity.

#### **9.3 Requirements of law**

If any applicable law, including legislation, prohibits the limitation or exclusion of liability by a party in the manner contemplated by this clause 9 with respect to particular loss or damage, then:

- (a) the relevant limitation or exclusion does not apply to that loss or damage; and
- (b) that party's liability is only limited or excluded with respect to that loss or damage in the manner permitted under that law (if any).

#### **9.4 Application**

This clause 9 applies to all loss or damage suffered by a party in connection with this Agreement irrespective of the type of breach or other conduct giving rise to that loss or damage.

### **10 General**

---

#### **10.1 Further assurances**

Each party must do all things necessary or desirable to give effect to the provisions of this Agreement including by signing all documents and performing all acts.

#### **10.2 Subcontracting**

UQ may subcontract the performance of all or any part of UQ's obligations under this Agreement.

### 10.3 Entire agreement

This Agreement:

- (a) contains the entire agreement of the parties; and
- (b) supersedes all prior representations, conduct and agreements, with respect to its subject matter, except to the extent that any express warranties have been given by a party.

### 10.4 Costs

Each party is responsible for its own costs of entering into and performing this Agreement.

### 10.5 GST

- (a) Words or expressions including the term "Tax Invoice" used in this clause 10.5 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (the "GST Law") or, if not so defined, then which are defined in the *Competition and Consumer Act 2010* (Cth), have the same meaning in this clause 10.5.
- (b) The parties acknowledge that all amounts payable under or in connection with this Agreement are expressed on a GST exclusive basis.
- (c) If any supply made under this Agreement is a taxable supply, the recipient must pay to the supplier, in respect of that taxable supply, an additional amount equal to the GST payable by the supplier in respect of that taxable supply.
- (d) The recipient must pay the amount payable under clause 10.5(c) the same time as payment must be made for the taxable supply, provided the supplier has given the recipient a Tax Invoice for that payment stating the amount of GST paid or payable by the supplier in respect of the supply to which the Tax Invoice relates.
- (e) Each party warrants to the other party that at the Commencement Date, they are registered for GST and hold an Australian Business Number.
- (f) If at any time during the term of this Agreement a party ceases to be registered for GST then that party must promptly notify the other party.
- (g) If, at any time, an adjustment event arises in respect of any supply made by a party under this Agreement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 10.5(c).
- (h) Payments to give effect to the adjustment must be made between the parties and the supplier must issue a valid adjustment note in relation to the adjustment event.
- (i) If an amount that would otherwise be payable under this Agreement is calculated by reference to or otherwise relates to a cost, expense or other amount incurred by a party ("Payee"), then that amount will be reduced by the amount of any input tax credit to which the Payee is entitled in respect of that amount.
- (j) The Payee will be assumed to be entitled to a full input tax credit unless it demonstrates that its entitlement is otherwise prior to the date on which the payment must be made.
- (k) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.



## **10.6 Notices**

- (a) Any notice, consent, approval, acknowledgement, verification or report contemplated by this Agreement must be given in writing.
- (b) If a notice is:
  - (i) delivered by hand, it will be deemed to have been received when delivered;
  - (ii) sent by mail from within Australia to an address within Australia, it will be deemed to have been received five Business Days after the date of posting;
  - (iii) sent by mail from outside Australia or to an address outside Australia, it will be deemed to have been received five Business Days after the date of posting; or
  - (iv) sent by facsimile, it will be deemed to have been received when the sender receives a confirmation that the transmission was successful,except that if a notice is deemed to have been received at a time after 5:00pm on a Business Day or on a day that is not a Business Day, then the notice will be deemed to have been received on the following Business Day.
- (c) Notices given to a party under this Agreement must be given to the addresses and facsimile numbers specified in Schedule 1.

## **10.7 Force majeure events**

If a Force Majeure Event occurs that adversely affects UQ's ability to perform any obligations under this Agreement, then UQ will not be liable for, or in breach of this Agreement as a result of, any failure by UQ to perform those obligations as a direct or indirect result of that Force Majeure Event.

## **10.8 Jurisdiction**

The laws of Queensland, Australia apply to this Agreement and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.

## **10.9 Severability**

To the extent that any portion of this Agreement is void or otherwise unenforceable then that portion will be severed and this Agreement will be construed as if the severable portion had never existed.

## **10.10 Counterparts**

- (a) This Agreement will be validly executed if signed in any number of counterparts and the counterparts taken together will constitute one agreement.
- (b) Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of this Agreement by facsimile or email to the other party.

## **10.11 Variation**

This Agreement may be altered only in writing signed by the duly authorised representative of each party.



### **10.12 Assignment**

- (a) Subject to clause 10.12(b), each party must not assign or novate its interest under this Agreement without the prior consent of the other party.
- (b) UQ may assign its interest under this Agreement to, or require the Principal to enter into a deed of novation on terms specified by UQ with, any of the commercialisation companies referred to in clause 5.4.

### **10.13 Discretion**

Unless otherwise expressly contemplated, where a provision of this Agreement contemplates that a party may exercise its discretion then that party is entitled to exercise that discretion absolutely, with or without conditions and without being required to act reasonably or give reasons.

### **10.14 Waiver**

A right under this Agreement may only be waived by a party in writing to the extent expressly set out in that waiver.

### **10.15 Relationship**

This Agreement does not create a relationship between the parties of trust, agency, partnership or employment.

Signed as an agreement

**SIGNED** for and on behalf of

**THE UNIVERSITY OF QUEENSLAND**

by its duly authorised officer:

in the presence of:

*[Handwritten Signature]*  
.....  
A/ Director, Research Partnerships

*SHARON YORK*  
.....  
Print Name

*23/4/18*  
.....  
Date

*[Handwritten Signature]*  
.....  
Witness signature

Gail Roudenko  
.....  
Print Name

**SIGNED** for and on behalf of

**Czech University of Life Sciences  
Prague**

**Company ID: 60460709**

by its duly authorised officer:

in the presence of:

*[Handwritten Signature]*  
.....  
Authorised Officer Signature, Rector

*PROF. ING. PETR SKLEPČEK, CSc.*  
.....  
Print Name

*05-04-2018*  
.....  
Date

.....  
Witness signature

.....  
Print Name



Prověřeno právním odd. ČZU v Praze  
*[Handwritten Signature]*

# Schedule 1

General

<b>Chief Investigator</b>	<b>Dr Jo-Anne Everingham</b>
<b>Address for service of UQ</b>	<p><b>Technical and administrative notices</b></p> <p>Attention: Dr Jo-Anne Everingham</p> <p>Postal address: Centre for Social Responsibility in Mining, Sustainable Minerals Institute (Bldg 47A), The University of Queensland, QLD 4072, Australia</p> <p>Telephone number: +61 7 3346 3496</p> <p>Fax number: +61 7 3346 4045</p> <p><b>Legal notices</b></p> <p>Attention: The Director, Research Partnerships</p> <p>Postal address: The University of Queensland, Brisbane QLD 4072</p> <p>Telephone number: +61 7 3365 3559</p> <p>Fax number: +61 7 3365 4455</p>
<b>Address for service of the Principal</b>	<p>Attention: <b>Dr Kamila Svobodova</b></p> <p>Postal address: <b>Kamýcká 129, Prague – Suchdol, 165 00, Czech Republic</b></p> <p>Telephone number: <b>+420 22438 3849</b></p>
<b>Commencement Date</b>	Day following the date on which the first party to sign this Agreement receives a signed counterpart of this Agreement from the last party to sign this Agreement
<b>Completion Date</b>	<b>31 December 2019</b>
<b>Deliverables</b>	<p>Task 1 (quantitative analyses – 1x Australian State - NSW):</p> <ol style="list-style-type: none"> <li>a) Assist with choice of case study jurisdiction in Australia with one mining regions (eg NSW - Gunnedah or Hunter Valley regions)</li> <li>b) Assist with literature and document collection relevant to the chosen jurisdiction.</li> <li>c) Identification of key organizations in the mining industry/ mining policy network at the national/ state level and identification of key information sources about mining in the country/ jurisdiction</li> <li>d) Identifying experts to target for Task 1 survey and list of organisations in policy network</li> <li>e) Recruit respondents to survey of policy network and identifying information flows in NSW state/regional networks – i.e. phone calls to</li> </ol>



	<p>organizations to ask for participation, sending on-line questionnaire invitations via Survey Monkey. In-kind support or supplementary funding may be sourced by the Czech team (e.g. from companies, local government etc) for engaging 1-2 PhD or master students to assist with calls. UQ will use its best endeavours to obtain a minimum of 50 participating organizations (i.e. 50 completed questionnaires).</p> <p>f) Assist with authoring of paper 1</p> <p>Deadline: 30 March 2018</p> <p>Task 2 (qualitative analyses – selected organizations from Task 1):</p> <ul style="list-style-type: none"> <li>a) Assist with logistics of key informant survey/ interviews</li> <li>b) Assist with supplementary data collection (supplementary data = strategic and policy documents, annual reports of participating organizations etc.)</li> <li>c) Provide a base for two visiting scholars from Czech Republic for approximately four weeks in 2018</li> <li>d) Assist with planning individual interviews with selected organizations members (10-20 participants). Note that Chief Investigators Kamila Svobodova and Petr Ocelik will be responsible for conducting most of the field work and have separate funding for their travel. In-kind support and supplementary funding will be sought by the Czech team (e.g. from companies, local government etc) to provide assistance with interviews (1-2 PhD or master students may be hired to assist).</li> </ul> <p>Deadline: 31 December 2018</p> <p>Task 3 (Comparing results between countries):</p> <ul style="list-style-type: none"> <li>a) Assist with comparing and interpreting results to note different relationships and factors at play.</li> <li>b) Assist with authoring papers 3 and 4</li> </ul> <p>Deadline: 31 December 2019</p> <p><i>For more details, expected outcomes and benefits, see Schedule 3.</i></p>
<b>Support</b>	<b>Nil</b>

# Schedule 2

Fees

---

Insert amounts and timing eg.

<b>Fee amount</b>	<b>Invoicing and payment</b> UQ will send invoices to the Principal on the dates set out below. The Principal will pay those invoices as required by clause 4.2.
\$9,500 AUD	28 March 2018
\$9,500 AUD	1 December 2018

## Schedule 3

### Project description

---

#### Introduction

The project, "Public acceptance of mining: A conceptual framework based on multiscale contexts" aims to investigate factors (especially in the institutional context) that affect public acceptance which is one of the major risk factor of mining projects. It will empirically test a conceptual model of mining acceptability, across different scales (national/ state, regional) and in different geographical, social, and political contexts. The project assumes public acceptance (of any mining policy or mining operation project) is to a large extent affected by interactions within policy networks that consist of various organizational actors, such as state institutions, local authorities, companies, NGOs, or universities and research organizations, involved in complex policy-making processes at multiple levels, from local, to national and even supra-national. Policy networks are understood as patterns of interactions between actors within a specific policy domain. PNA helps to uncover how diverse actors mobilize and exchange resources such as information, and coordinate their actions. It also reveals how network structures shape policy-making and outputs (public acceptance). Case studies across mining regions of three mining countries (Czech Republic, Poland and Australia) with different mining traditions and contexts will be compared.

#### Objectives

The aim of this project is to better understand the complex institutional contexts crucial for negotiation of public acceptance that provide a robust basis for effective policy responses

The study has both exploratory and explanatory dimensions:

- (1) Mapping and exploration of the inter-organizational policy network(s) in each case – what actors are involved, what position do they occupy (central actor, peripheral actor, broker), what are the prevailing patterns of their interactions (reciprocity, transitivity, homophily effects), what are the structural properties (such as density or centralization) of the policy network(s)?

Based on these results, we will be further able to identify problems (e.g. bottlenecks within the network) and actors (brokers or hubs) at the community and individual levels of analysis.

- (2) The cross-case variation (CZR, POL, AUS) allows explanation of the differences and similarities in policy networks internationally, to identify the common gaps and dysfunctions and how the policy context in each country is related to the policy networks.

#### Scope of work

The project will be sequentially carried out in three countries: Czech Republic, Poland and Australia. The activities of the project have been funded for a three year period as outlined in Table 1. SMI's funded contribution is for the Australian case studies and falls in Quarters 2, 3 and 4 of 2018 particularly in relation to the data gathering and fieldwork. CULS will negotiate a sub-contract in 2018 in relation to the funded part of SMI's participation. However, to fully participate in this research including project design and outputs it will be necessary for SMI investigator/s to have some unfunded (in-kind) involvement throughout the project - including in the project designing and piloting stages and quantitative data gathering in year 1 (2017) and the authoring of papers into year 3 (2019).

#### Methods

The project uses both qualitative and quantitative methods for comparative case studies of three mining jurisdictions – national mining policy in Czech Republic and Poland and one state jurisdiction in Australia (New South Wales).

**Quantitative data** will be gathered via a web-based questionnaire designed in Survey Monkey and UQ will use its best endeavours to involve a minimum of 50 organizations. It will be oriented to gathering an organizational perspective via a number of steps:

- 1) *Identification of the context (network boundary definition)*



- 2) *Identification of problems*: a list of main problems in mining policy and mining industry generally (institutional problems, key challenges in mining and rehabilitation practices)
- 3) *Identification of actors*: a list of key institutions and organizations in mining policy network will be identified – from 4 basic groups: political, industry, NGO, research
- 4) *Preliminary research and expert survey*: ground truthing our policy network ‘maps’ (Marsh and Rhodes, 1992; Schneider et al. 2007; Varone et al. 2016); and analyzing information exchange and political influence (Cairney et al., 2016) with approx. 10 – 15 selected experts representing all groups of organizations
- 5) *Questionnaire survey of the identified actors*: data on (a) network/relational variables; (b) policy beliefs of the organization; (c) mine life cycle participation of the organization
  - a) an analysis of information exchange (with which organization does your organization exchange information?) and political influence (which organization is influential in brown-coal mining policy in the country?) between actors (used in Cairney et al., 2016)
  - b) participants are asked whether they consider given problems (understood by organizations through their policy beliefs) as important in sense that they shape the organizations’ interactions, activities – and thus consequently constitute policy domain
  - c) participants choose an activity or activities during a mine life cycle where the organization participates

**Qualitative data** will be gathered in interviews with selected organizations from quantitative analyses within each jurisdiction (ca 10-15 organizations will participate). It will consist of both organizational and individual perspectives. Interviews will be conducted face-to-face or via phone within all three countries.

For analyzing the data, the framework proposed for understanding of complex institutional contexts is policy network analysis (PNA) focused mainly on political influence and information exchange within organizational networks. Quantitative data from the online survey will be analysed using exponential random graph modelling (ERGM) (Lusher et al. 2012) within an open source statistical software R (R Development Core Team, 2010). Qualitative data from the fieldwork interviews will be analysed in a MAXQDA professional software.

#### Key Deliverables, Milestones and Schedule

The formal SMI contribution is scheduled into the overall project as shown in Table 1.

Table1: Project timeline indicating four key project tasks/ phases.

	Activity	When/ deadline (indicative)	Responsibility
<b>QUANTITATIVE PART</b>			
<b>PREPARATION</b>			
1	List of organizations	10 Oct 2017	UQ
2	List of experts (15-20 pers.)	15 Oct 2017	UQ
3	Ethics Approval at UQ submission	November 2017	UQ + CZT support
<b>EXPERT CONSULTATION</b>			
4	Expert survey 15-20 incl 3-5 interviews	February 2018	UQ + CZT support
5	Analyses of results	March 2017	CZT + UQ support
6	List of participants in Pilot study (10-15 pers.)	14 December 2017	UQ
7	List of participants in PNA study (~ 80 orgs)	14 December 2017	UQ + CZT support

PILOT SURVEY			
8	Pilot /pre-test of survey (10-15)	26 Feb - 9 March 2018	UQ + CZT support
9	Analyses of results	10-13 March 2018	CZT (+ UQ support)
PNA SURVEY			
10	PNA survey – data collection ~80 invites for 50 responses	14-29 March 2018	UQ + CZT support
11	Analyses of results	Early April 2018	CZT (+ UQ support)
QUALITATIVE PART			
12	List of participants (10-15 pers.; based on PNA survey)	Late March 2018	CZT + UQ support
13	Contacting participants	Late March 2018	CZT + UQ support
14	Interviews	April – May 2018	CZT (+ UQ support)
15	Analyses of results	May- June 2018	CZT (+ UQ support)

### Expected Outcomes and Benefits

The project will have outcomes and benefits in relation to new knowledge as well as applied relevance for mining companies and the coal mining industry. The study will give unique comparative data about perceptions of mining in European and Australian conditions and will provide a unique combination of qualitative and quantitative methods for exploring policy networks and their relationship to public attitudes to provide more complex understanding of this issue. Moreover, the project's consideration of flows of information about mining as one of key determinants of public opinion about mining is distinctive.

The applied benefits of the project flow from increased understanding of the factors, at various scales, that impact on public acceptance of mining. Without public acceptance of mining it is difficult for the mining industry to operate effectively and avoid potentially costly business risk.

Project findings will be published in scientific journals with high impact factor as proposed in Table 2. Findings will also be presented at two international conferences: European conference on coal research and its applications (Sheffield, UK, 2nd year of the project) and Mining and communities solutions (Vancouver, Canada, 3rd year of the project). A final project event in collaboration with the Central Mining Institute in Katowice would give good leverage from Poland's mining history.

Table 2: Research Outputs

Output	Subject
Paper 1	Mining Policy Network analyses (quantitative approach) in the Czech Republic
Paper 2	National Mining Policy Networks in the Czech Republic, Poland and Australia: A comparison between three cases (quantitative parts)
Paper 3	Comparison of mining policies of Czech Republic, Poland and Australia (results from qualitative interviews)
Paper 4	An integrative approach of qualitative and quantitative investigation of institutional networks and information flows (results from quantitative and qualitative analyses)