



Australian Government  
Department of Education

# Commonwealth Standard Grant Agreement

between the Commonwealth represented by the  
Department of Education

ABN 12 862 898 150

and

[Grantee Name]

ABN [Grantee ABN]



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# Grant Agreement: Connected Beginnings – [Community Name]

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)?	
Date from which GST registration was effective?	
Registered office (physical/postal)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

### The Commonwealth

The Commonwealth of Australia represented by the Department of Education

50 Marcus Clarke Street, Canberra, ACT, 2601

ABN 12 862 898 150

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

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## Scope of this Agreement

This Agreement comprises:

- a. this document;
- b. the Supplementary Terms from the Clause Bank (if any);
- c. the Standard Grant Conditions (Schedule 1);
- d. the Grant Details;
- e. any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

# Grant Details: Connected Beginnings – [Community Name]

## A. Purpose of the Grant

The purpose of the Grant is to provide funding under the Connected Beginnings program to [Grantee Name] to lead a [Term of grant] year Project in [Community location].

## Objectives of the Program

The objective of the Connected Beginnings program is to support the integration of early childhood, maternal and child health, and family support services with schools in a number of disadvantaged Indigenous communities so that children are well prepared for school. Over time, this will contribute to reducing the disparity in school readiness and educational outcomes between Indigenous and non-Indigenous children.

## Program Guidelines

The Program Guidelines have been published on the department's website and can be accessed via the following link <https://www.dese.gov.au/child-care-package/community-child-care-fund/connected-beginnings>.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee on execution of the agreement with [Grantee].

The Grant is being provided as part of the Connected Beginnings program.

## B. Grant Activity

The Project catchment area is [Catchment area], with around [No. eligible children] children aged 0–5 that will be positively impacted by the Project.

[Insert details of proposed project outlining how the organisation will:

- Achieve the integration of existing early childhood, maternal and child health and family support services with a school or schools in their proposed catchment area.
- Increase access and participation of First Nations children birth to school age, pregnant women and families.
- Better prepare First Nations children to transition to school].

## C. Duration of the Grant

The Activity starts on execution of this grant agreement.

The Activity (other than the provision of any final reports) ends on [Date], which is the Activity's Completion Date.

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The Agreement ends when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

## D. Payment of the Grant

The total amount of the Grant is [insert amount] (GST [incl/excl]).

GST [is/ is not] payable on the Grant.

The Grantee’s nominated bank account into which the Grant is to be paid is:

BSB: [XXX-XXX]

Account No: [XXXXXXXXX]

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

TIMING FOR PAYMENT (INDICATIVE)	MILESTONE PAYMENT	TIMING FOR PAYMENT (INDICATIVE)
Initial payment on execution	On execution of the agreement	Initial payment on execution
[Date]	On approval of Performance/Financial Report 1	[Date]
Year 2		Year 2
[Date]	On approval of Performance/Financial Report 2	[Date]
[Date]	On approval of Performance/Financial Report 3	[Date]
Year 3		Year 3
[Date]	On approval of Performance/Financial Report 4	[Date]

## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

MILESTONE	DELIVERABLE	REPORTING PERIOD	DUE DATE
Performance Report & Financial Report	<ul style="list-style-type: none"> <li>A report for the Project with progress against Community Action Plan, for the period from the commencement of the Project to [Date]</li> <li>Financial Report from commencement of activity to [Date]</li> </ul>	Reporting Period 1	[Date]
Performance Report & Financial Acquittal	<ul style="list-style-type: none"> <li>A report for the Project with progress against Community Action Plan, for the period from [Date] to [Date]</li> <li>Annual Audited Financial Acquittal from [Date] to [Date]</li> </ul>	Reporting Period 2	[Date]
Performance Report & Financial Report	<ul style="list-style-type: none"> <li>A report for the Project with progress against Community Action Plan, for the period from [Date] to [Date]</li> <li>Financial Report from [Date] to [Date]</li> </ul>	Reporting Period 3	[Date]
Performance Report & Financial Acquittal	<ul style="list-style-type: none"> <li>A report for the Project with progress against Community Action Plan, for the period from [Date] to [Date]</li> <li>Annual Audited Financial Acquittal from [Date] to [Date]</li> </ul>	Reporting Period 4	[Date]
Performance Report & Financial Report	<ul style="list-style-type: none"> <li>A report for the Project with progress against Community Action Plan, for the period from [Date] to [Date]</li> <li>Financial report from [Date] to [Date]</li> </ul>	Reporting Period 5	[Date]
Final Report & Audited Financial Acquittal	<ul style="list-style-type: none"> <li>Final report for the Project, from the commencement of the activity until [Date]</li> <li>Audited Financial Acquittal from the commencement of the activity to [Date]</li> </ul>	Final Report	[Date]

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
Fax	
E-mail	

### Commonwealth representative and address

Name of representative	
Position	Director – Connected Beginnings
Postal/physical address(es)	PO Box 9880, Canberra ACT 2601 50 Marcus Clarke Street, Canberra ACT 2601
Business hours telephone	
Mobile	
Fax	N/A
E-mail	<a href="mailto:connectedbeginnings@education.gov.au">connectedbeginnings@education.gov.au</a>
Alternative contact	

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## G. Activity Material

Not applicable.

# Supplementary terms

## 1. Activity budget

The Grantee agrees to use the Grant and any Other Contributions to undertake the Activity consistently with the Activity Budget below:

CONNECTED BEGINNINGS				
EXPENDITURE ITEM	Year 1 [date to date]	Year 2 [date to date]	Year 3 [date to date]	TOTAL COST (GST EXCL)
<b>Staff Salaries</b>				
<b>Subtotal (# FTE)</b>				
<b>Office/Administration Costs</b>				
Office Rent				
Office Costs				
Mobile Phones				
<b>Subtotal</b>				
<b>Project Activities</b>				
<b>Subtotal</b>				
<b>Professional Development</b>				
Professional Development for Staff				
<b>Subtotal</b>				
<b>Travel</b>				
Airfares & Interstate Travel				
<b>Subtotal</b>				
<b>Vehicle Lease</b>				
Vehicle lease				
Vehicle operating costs				
<b>Subtotal</b>				
<b>Total expenditure (excluding GST)</b>				
GST				
<b>Total expenditure (including GST)</b>				

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## Budget Flexibility

You may transfer Funding between categories of expenditure items within the Budget subject to the following limitations:

- a. you must seek prior written approval from the Commonwealth, for any transfer that exceeds 10% of the total Budget for each Project Year of the agreement in which the transfer would occur; and
- b. the total amount of transfers for the duration of this agreement must not, except with written approval from the Commonwealth, exceed 20% of the total Budget for that year.

## 2. Relevant qualifications, check, licences or skills

2.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

- a. are appropriately qualified to perform the tasks indicated;
- b. have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity, including: the following relevant skills or qualifications:
  - i Working with Children Check; and
- c. continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

## 3. Vulnerable Persons

3.1 In this Agreement:

Criminal or Court Record	means any record of any Other Offence;
Other Offence	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ol style="list-style-type: none"> <li>a. an apprehended violence or protection order made against the person;</li> <li>b. the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;</li> <li>c. violence against another person or the injury, but excluding the death, of another person; or</li> <li>d. an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c)</li> </ol>
Police Check	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
Serious Offence	means: <ol style="list-style-type: none"> <li>a. a crime or offence involving the death of a person,</li> </ol>

	<ul style="list-style-type: none"> <li>b. a sex-related offence or a crime, including sexual assault (whether against an adult or child), child pornography, or an indecent act involving a child,</li> <li>c. a crime or offence involving dishonesty that is not minor,</li> <li>d. fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services.</li> </ul>
Serious Record	means a conviction or any finding of guilt for a Serious Offence.
Vulnerable Person	<p>means:</p> <ul style="list-style-type: none"> <li>a. an individual under the age of 18; or</li> <li>b. an individual aged 18 years and above who is or may be unable to take care of themselves or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.</li> </ul>

3.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- a. obtain a Police Check for that person;
- b. confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- c. comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- d. ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Detail, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause 3 remain current for the duration of their involvement in the Activity.

3.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- a. a Serious Record; or
- b. a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

3.4 In undertaking a risk assessment under clause 3.4, the Grantee must have regard to:

- a. the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;

- b. whether the person’s Criminal or Court Record is directly relevant to, or reasonably likely to impair the person’s ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- c. the length of time that has passed since the person’s charge or conviction and his or her record since that time;
- d. the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity; and
- e. any other relevant matter, and

must ensure it fully documents the conduct and outcome of the risk assessment.

3.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

3.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- a. charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- b. convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## 4. Child Safety

4.1 The Grantee must:

- a. comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described;
- b. ensure that Working With Children Checks obtained in accordance with this 4.1 clause remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and
- c. ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 4.1 a) and b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

### ***National Principles for Child Safe Organisations and other action for the safety of Children***

4.2 The Grantee agrees in relation to the Activity to:

- a. implement the National Principles for Child Safe Organisations;
- b. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- c. complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- d. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 4.2;

- e. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - i the National Principles for Child Safe Organisations;
  - ii the Grantee's risk management strategy required by this clause 4.2;
  - iii Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - iv Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described;
- f. provide the Commonwealth with an annual statement of compliance with clauses 4.1 and 4.2, in such form as may be specified by the Commonwealth; and
- g. ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 4.2 a) to e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

4.3 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause 4.

4.4 The Grantee agrees to:

- a. notify the Commonwealth of any failure to comply with this clause 4;
- b. co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause 4; and
- c. promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 4.

## 5. National Redress Scheme for Institutional Child Sexual Abuse

5.1 If, prior to 30 June 2020, You were named in the Royal Commission into Institutional Responses to Child Sexual Abuse (Royal Commission) or in an application received by the National Redress Scheme for Institutional Child Sexual Abuse (Scheme) as an institution where child sexual abuse occurred or was alleged to have occurred You must:

- a. have provided a clear written statement to the Scheme setting out Your intention to join the Scheme on or before 30 June 2020; and
- b. become a participating institution on or before 31 December 2020; and
- c. not cease to be a participating institution.

5.2 If clause 5.1 does not apply and you were or are named in an application received by the Scheme on or after 30 June 2020, as an institution where child sexual abuse occurred or was alleged to have occurred, You must:

- a. become a participating institution within 6 months after being contacted by the Scheme and requested to join; and
- b. not cease to be a participating institution.

## 6. Fraud

6.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

6.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

6.3 If the Grantee becomes aware of:

- a. any Fraud in relation to the performance of the Activity; or
- b. any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

6.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause 6 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

6.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

6.6 This clause survives the termination or expiry of the Agreement.

## 7. Work Health and Safety

7.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

7.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 7.

7.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 8. Indemnities

8.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

8.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

# Signatures

Executed as an agreement:

## Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by The Department of Education	
Name: (print)	.....
Position: (print)	Assistant Secretary Early Learning and Indigenous Priorities Branch
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

## Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	<i>[insert name of the Grantee and any ABN]</i>
Signatory Name: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

[OR]

[If Grantee is a Company]

Name of Company:	<i>[insert name of company and any ABN, ACN or ARBN]</i>
------------------	--

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Director's Name: (print)	_____
Signature and date:	_____
Director/Company Secretary Name: (print)	_____
Signature and date:	_____

[OR]

[If Grantee is an Incorporated Association]

Full legal name of the Grantee:	<i>[insert name of incorporated association and any ABN or other registration number]</i>
Public Officer's Name: (print)	_____
Signature and date:	_____
Committee Member/Secretary Name: (print)	_____
Signature and date:	_____

[OR]

[If Grantee is a Partnership]

Full legal name of the Grantee:	<i>[insert name of partnership and any ABN]</i>
Partner's Name: (print)	_____
Signature and date:	_____
Partner's/Witness Name: (print)	_____
Signature and date:	_____

[OR]

[If Grantee is a trustee of a Trust, you should confirm the legal status of the trustee and use the appropriate ABN and execution clause. For example, if the trustee is a company, use the company execution clause. Make sure that you use the name of the trustee (NOT the Trust) as the 'name' of the Grantee - as the trustee is the legal entity entering into the Agreement. If requested by the Grantee, the words 'as trustee of the XXX Trust' could be included at the end of the name.]

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[OR]

[If Grantee is an ACCO registered with ORIC]

Executed by [Name of Grantee] (Aboriginal and Torres Strait Islander Corporation), [ICN Number, ABN Number], in accordance with the requirements of section 99-5 (1) of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) by:

Full name of director:  
(print)

\_\_\_\_\_

Signature of director and date:

\_\_\_\_\_

Full name of director/secretary:  
(print)

\_\_\_\_\_

Signature of director/secretary and  
date:

\_\_\_\_\_

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# Schedule 1: Commonwealth Standard Grant Conditions

## 1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- a. the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- b. any payment to, or withholding of any payment from, the Grantee under this Agreement.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme ([www.nationalredress.gov.au](http://www.nationalredress.gov.au)) set out under the relevant grant opportunity guidelines to receive the Grant.

## 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- a. the Grantee has not complied with this Agreement;
- b. the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- c. there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the Banking Act 1959 (Cth) to carry on banking business in Australia.

### 3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

### 4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

4.3 A notice is deemed to be effected:

- a. if delivered by hand - upon delivery to the relevant address;
- b. if sent by post - upon delivery to the relevant address;
- c. if transmitted electronically - upon actual receipt by the addressee.

4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

4.5 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

### 5. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

### 6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

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6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

6.4 The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth.

## 7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- a. notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- b. take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## 8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## 9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

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## 10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity's Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement[s] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

## 11. Repayment

11.1 If any amount of the Grant:

- a. has been spent other than in accordance with this Agreement; or
- b. is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

- c. require the Grantee to repay that amount to the Commonwealth;
- d. require the Grantee to deal with that amount as directed by the Commonwealth; or
- e. deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- a. the Grantee must do so within the time period specified in the notice;
- b. the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- c. the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## 12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- a. detail and document the conduct and management of the Activity;
- b. identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- c. enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## 13. Reporting liaison and review

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- a. liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- b. comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- a. consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- b. implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

## 14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- a. to comply with the requirements of the Privacy Act 1988 (Cth);
- b. not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- c. to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the Privacy Act 1988 (Cth) and the Grantee's obligations under this clause;
- d. to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

## 15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- a. the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- b. the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- c. the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

## 16. Insurance

16.1 The Grantee agrees to effect and maintain for as long as any obligations remain in connection with this Agreement:

- a. workers compensation insurance as required by law;
- b. adequate and appropriate public liability insurance; and
- c. insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- d. any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

## 17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

## 18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

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18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## 19. Reduction, Suspension and Termination

### 19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- a. stop or reduce the performance of the Grantee's obligations as specified in the notice;
- b. take all available steps to minimise loss resulting from the reduction;
- c. continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- d. report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### 19.2 Suspension

19.2.1 If:

- a. the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- b. the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- c. the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- d. immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

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- e. require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

- a. remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- b. fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

#### 19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- a. failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- b. provided false or misleading statements in relation to the Grant; or
- c. become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- d. in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

#### 19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- a. stop the performance of the Grantee's obligations;
- b. take all available steps to minimise loss resulting from the termination; and
- c. report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

## 20. Cancellation or reduction for convenience

#### 20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- a. a change in government policy; or
- b. a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

#### 20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- a. stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- b. take all available steps to minimise loss resulting from that reduction or cancellation; and
- c. continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- d. report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- a. pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- b. reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- a. subject to the Grantee's compliance with this Agreement; and
- b. limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- Supplementary clause 1 to 8; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.

- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the Privacy Act 1988.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Standard Grant Conditions** means this document.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
  - e. but in all cases:
  - f. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Existing Material** means Material developed independently of this Agreement.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the Privacy Act 1988.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.