

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

eSafety Commissioner

and

SAMPLE

This sample agreement is provided as a template only. It will form the basis of further detailed negotiations between eSafety and individual Grantees.

Grant Agreement

This document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (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:

eSafety Commissioner

Red Building, Level 4

Benjamin Offices

Chan St, Belconnen ACT 2615

E: onlinesafetygrants@esafety.gov.au ABN: 12 212 931 598

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide a Grant through the Online Safety Grants Program for the purpose of assisting the Grantee to undertake the Activity as set out in this Agreement. The Grantee agrees to use the Grant to undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- a. this document
- b. the Supplementary Terms (if any)
- c. the Commonwealth General Grant Conditions (Schedule 1);
- d. the Grant Details; and
- 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

A. Purpose of the Grant

This Grant is provided under the Online Safety Grants Program (OSGP) administered by the eSafety Commissioner (eSafety). We administer the program according to the [Commonwealth Grants Rules and Guidelines](#) (CGRCs) and [Online Safety Grants Program Guidelines](#).

The OSGP was announced in 2018 as part of the Australian Government's [Keeping Our Children Safe Online](#) package. The OSGP will provide \$9 million in grant funding, across three rounds from 2020 to 2022, to develop and deliver new services and resources to improve online safety for children and young people. Funding under Round 2 of the OSGP is only available for non-government organisations (NGOs) that are registered as not-for-profit charitable organisations with the [Australian Charities and Not-for-Profit Commission](#).

The objectives of the OSGP are to:

1. support innovative development, collaboration and implementation of online safety education programs
2. ensure children, young people and their communities can access inclusive, citizen-focused online safety education resources
3. promote and increase the positive and safe use of digital technologies in at-risk communities, via improvements in service delivery
4. contribute to driving diversity and inclusion online
5. maximise opportunities for all Australians to understand the online safety support, complaints and referral pathways they can access
6. create a culture where safe online behaviours among children and young people becomes routine
7. deliver projects that use co-design and evidence-based frameworks as standard practice for delivering online safety education
8. embed [Safety by Design](#) principles, in the development of solutions and programs, where appropriate.

eSafety has identified five focus areas in which these objectives can be met:

1. Preparing our schools
2. Preparing our children and young people
3. Preparing our communities
4. Delivering safer online services
5. Supporting innovation

This Grant is provided to
to deliver the project:

This Grant will meet objectives
of the Online Safety Grants Program and within the
focus area/s.

B. Activity

(Insert project specific details below)

Objectives	Outcomes

eSafety and the Grantee are committed to being collaborative and proactive in the delivery of the Activity, including through mechanisms outlined below.

B.1. Community of Practice

eSafety will facilitate at least two Community of Practice sessions to support Round 2 Grantees in working towards best practice approaches to online safety education, as well as provide an opportunity for Grantees to share information on the delivery of their Activities.

The Grantee must attend at least two Community of Practice sessions, which will be delivered via an online platform. The dates for these sessions will be:

B.2. Deep-dive collaborative workshop

The Grantee and eSafety will participate in a deep-dive collaborative workshop focusing on:

1. progress against Milestones in the Activity Schedule, issues, challenges and successes
2. any emerging roadblocks,
3. progress on project evaluation
4. an opportunity to share expertise, knowledge and insights.

This workshop will be held during

B.3. Notices

In accordance with clause 3 of the Commonwealth General Grant Conditions (Schedule 1), the Grantee agrees to inform the Commonwealth, as represented by the eSafety Commissioner, if there are any key changes to _____ or its business activities. In particular, the Grantee must inform the Commonwealth, as represented by the eSafety Commissioner, of any changes:

1. which affect the Grantee's ability to complete the Grant Activity
2. which affect the Grantee's ability to carry on business
3. which affect the Grantee's ability to pay debts due
4. to the Grantee's name
5. to the Grantee's addresses
6. to the Grantee's bank account details
7. to the Grantee's nominated contact details.

B.4. Variation to the Activity

In accordance with clause 7 of the Commonwealth General Grant Conditions (Schedule 1), the parties may agree to vary this Agreement in writing. This section sets out further details about how the Grantee may request variations.

The Grantee must request any variation:

1. in writing by email to onlinesafetygrants@esafety.gov.au, and
2. at least two months before the Agreement End Date.

A variation may be requested in relation to one or more of the following:

1. changing Milestones in the Activity Schedule consistent with the original intent of the Activity
2. extending the timeframe for completing the Activity within a reasonable period
3. changing the allocations across budget items.

The Commonwealth will not agree to vary the total amount of the Grant.

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones outlined in clause D (Payment of the Grant) of this agreement, and subject to compliance by the Grantee with its obligations under this Agreement.

Payments will only be made on acceptance of the reports outlined in the agreed Milestones. Payments may take up to two weeks following report acceptance and receipt of a correctly rendered tax invoice' as outlined in section D.

This Grant requires two written reports as outlined in clause E (Reporting) - an Interim and final Progress Report. These two reports must be accompanied by a deep-dive collaborative workshop with eSafety.

C. Duration of the Grant

The Activity starts on [insert date/event].

The Activity (other than the provision of any final reports) ends on [insert date/event] which is the **Activity Completion Date**.

The Agreement ends on

which is the **Agreement End Date**.

Activity Schedule	
Milestone	Due Date

D. Payment of the Grant

The total amount of the Grant is

GST, where applicable, is payable on the Grant. The Commonwealth will not pay GST on non-taxable supplies including, but not limited to, salaries and wages.

Interest cannot be earned on the Grant.

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

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

Bank	
Account Name	
BSB	
Account Number	

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.

Milestone	Anticipated date	Amount (excl. GST)
Signing of Grant Agreement		
Interim Progress Reporting with deep-dive collaborative workshop		
Total Amount		

The above table does not include GST. The actual GST amount paid to the Grantee under this Agreement may vary but will not exceed 10% of the total grant funding. The GST amounts will be negotiated between the Commonwealth and Grantee at each Milestone payment via a correctly rendered tax invoice. The invoice must include itemised information about the Milestone Payment, so that the GST component can be determined.

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

- a.** be dated and clearly labelled as a 'tax invoice'
- b.** include the name of the Grant
- c.** contain the Grantee's name, address, contact telephone number and ABN
- d.** include the eSafety Commissioner ABN: 12 212 931 598
- e.** relate only to the goods and/or services that have been accepted by the Commonwealth in the Grant Agreement

- f. be for an amount which, together with all previously correctly rendered invoices, does not exceed the total amount of the Grant
- g. be addressed to:

The Online Safety Grants Program Manager

eSafety Commissioner
Red Building, Level 4
Benjamin Offices
Chan St, Belconnen ACT 2615

E: onlinesafetygrants@esafety.gov.au

D. 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:

1. Interim Progress Report with deep-dive collaborative workshop

An Interim Progress Report must be completed as per the agreed Milestones and agreed by the Commonwealth. The Grantee will be provided with an Interim Progress Report template in

This report will require the Grantee to report on progress to date including, but not limited to:

1. an outline of how the Milestones in the Agreement Activity Schedule have been met or not met
2. advice on progress in the communication and evaluation plan
3. advice on progress against the budget line items
4. notification of any early issues or challenges that may affect progress.

The Grantee and eSafety will also undertake a deep-dive collaborative workshop as part of the progress reporting. This deep-dive will focus on:

1. progress against Milestones in the Activity Schedule, issues, challenges and successes
2. any emerging roadblocks
3. progress on project evaluation
4. sharing of expertise, knowledge and insights.

2. Final Project Report

The Final Project Report must be provided by (insert date). This is within two months of the Activity Completion Date (Insert date). The Grantee must report on the final outcomes of the project including, but not limited to:

1. the project's achievement against the Activity
2. the project's achievement against the outcomes
3. the reach and impact of the project, including assessment against the evaluation plan
4. the contribution the project has made to the Online Safety Grants Program objectives
5. a statement of compliance in relation to Child Safety (Clause G8A), and
6. a financial statement.

Grantees should note that reporting, including evaluations, may be used by eSafety for public reporting purposes. eSafety may consult with you on this.

E. Party representatives and address for notices

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.

Grantee's representative and address

Name	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
E-mail	
Alternative contact	

Commonwealth representative and address

Name	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
E-mail	
Alternative contact	

F. Activity Material

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.

Activity Materials	

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (excl. GST)	Timing
Total Amount			

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- a. suspend payment of the Grant until the Other Contributions are provided; or
- b. terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget

G2.1 The Grantee agrees to use the Grant and the Other Contributions as outlined in G1.1 and undertake the Activity consistent with the following budget:

Eligible Expenditure Item	Expenditure Amount (GST excl.)	Anticipated GST Amount	Total Expenditure

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- a. identify the receipt and expenditure of the Grant and the Other Contributions as outlined in G1.1 separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- b. keep financial accounts and records relating to the Activity to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five (5) years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation, or expiry of the Agreement.

G4. Audit and acquittal

G4.1 Within one month after the Activity Completion Date, the Grantee agrees to provide a financial statement in relation to the income and expenses relating to the Grant and any Other Contributions (G1.1), signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause G6.1.

G7. Equipment and Assets

Not Applicable

G8. Relevant qualifications, skills or checks

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

G8A. Child Safety

G8A.1 In this Agreement:

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: www.humanrights.gov.au/national-principles-child-safe-organisations) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

G8A.2 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; and
- b.** ensure that Working With Children Checks obtained in accordance with this clause G8A remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

G8A.3 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 G8A.3;
- 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 G8A;
 - 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; and
 - v.** provide the Commonwealth with an annual statement of compliance with clauses G8A.1 and G8A.2, in such form as may be specified by the Commonwealth.

G8A.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause G8A.

G8A. 5 The Grantee agrees to:

- a.** notify the Commonwealth of any failure to comply with this clause G8A
- b.** cooperate 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 G8A; 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 G8A.

G9. Activity specific legislation, policies and industry standards

Not Applicable

G10. Fraud

G10A.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.

G10A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G10A.3 If the Grantee becomes aware of:

- a.** any Fraud in relation to the Activity; or
- b.** any other Fraud that has had or may have an effect on the performance of the Activity, the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within five (5) business days.

G10A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G10A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to cooperate and provide all reasonable assistance at its own cost with any such investigation.

G10A.6 This clause survives the termination or expiry of the Agreement.

G11. Commonwealth Material, facilities and assistance

Not Applicable

G12. Jurisdiction

Not Applicable

G13. Grantee trustee of a Trust

Not Applicable

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by eSafety Commissioner	
Name: (print)	_____
Position: (print)	_____
Signature and date:	_____
Witness Name: (print)	_____
Signature and date:	_____

[Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.]

Grantee: [If Grantee is an Individual]

Full legal name of the Grantee:	
Signatory Name: (print)	_____
Signature and date:	_____
Witness Name: (print)	_____
Signature and date:	_____

[OR]

[If Grantee is a Company]

Name of Company:	
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:	
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:	
Partner's Name: (print)	_____
Signature and date:	_____
Partner's/Witness Name: (print)	_____
Signature and date:	_____

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.

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.

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.

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.

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.

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.

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.

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 the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- a.** a Registered Company Auditor under the Corporations Act 2001; or
- b.** a certified Practising Accountant; or
- c.** a member of the National Institute of Accountants; or
- d.** (a member of the Institute of Chartered Accountants; who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

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 relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

12.2 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; and
- 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 Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

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

13.2 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).

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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); and
- b. not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

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

- a. 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; and
- b. 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.

14.3 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

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 maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

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;
- 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.

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; and
- 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
- 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.

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;
- b.** take all available steps to minimise loss resulting from that reduction or cancellation;
- c.** continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- 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;
- 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 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; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- Commonwealth Standard Grant Conditions means this document.
- Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- 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 once the Grant has been paid to the Grantee].
- 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 the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.