



Australian Government

Department of Infrastructure, Transport, Regional Development and Communications

Alternative Voice Services Trials—Standard Grant Agreement

May 2020

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Grant Agreement [insert reference number and project 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 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
Department of Infrastructure, Transport, Regional Development and Communications
2 Phillip Law St, Canberra ACT 2601
ABN 86 267 354 017

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.

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

A. Purpose of the Grant

This Grant is being provided under the Alternative Voice Services Trials Program ('trials') and these Grant Details form part of the Agreement between the Commonwealth and the Grantee [insert reference number and project name] for the Activity.

The purpose of the Grant is to demonstrate and assess the effectiveness of new ways to deliver voice services, including by new providers, given concerns about existing voice solutions and the potential for alternative technologies to provide better services and functionality.

B. Activity

The Activity is made up of the eligible activities specified below in these Grant Details and the provision of the Reporting Material:

[insert details of the Activity as agreed]

Without limiting the Grantee's obligations under clause 14 of Schedule 1, when collecting Personal Information from individuals in the course of the Activity, the Grantee will:

1. for the purposes of Australian Privacy Principle 3, obtain the consent of the individual for the Department to collect that information from the Grantee, and
2. ensure that any notification provided to those individuals as required by Australian Privacy Principle 5 in relation to the collection of that information states that the purposes for collecting that information include disclosure to and use by the Department to enable the conduct of surveys of those individuals regarding their experience with Alternative Voice Services, and/or disclosure to and use by a third party contracted by the Department for the purposes of conducting such surveys.

C. Duration of the Grant

The Activity starts on [insert date/event].

The Activity is to be completed in accordance with the Milestones set out in section D of these Grant Details.

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

The Agreement ends when the Grantee has provided all of the reports in accordance with sections D and E of these Grant Details and repaid any Grant amount as required under this Agreement, which is the Agreement End Date.

D. Payment of the Grant

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

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

Interest cannot be earned on the Grant.

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

Institution	Account name	BSB number	Account number

The Grant will be paid in instalments by the Commonwealth as set out below, with instalments paid within 14 days of the Grantee's completion of the agreed Milestones to the satisfaction of the Commonwealth.

Milestone	Anticipated date	Amount \$ (excluding GST)	GST \$
1—Initial set-up payment if agreed.	[insert date]	\$	\$ [insert amount]
2—On receipt and acceptance of Monthly Progress Report 1	[insert date]	\$	\$(insert amount)
3—On receipt and acceptance of Monthly Progress Report 2	[insert date]	\$	\$(insert amount)
4—On receipt and acceptance of Monthly Progress Report 3	[insert date]	\$	\$(insert amount)
5—On receipt and acceptance of the Monthly Progress Report 4	[insert date]	\$	\$(insert amount)
6—On receipt and acceptance of Monthly Progress Report 5	[insert date]	\$	\$(insert amount)
7—On receipt and acceptance of Monthly Progress Report 6	[insert date]	\$	\$(insert amount)
8—On receipt and acceptance of Monthly Progress Report 7	[insert date]	\$	\$(insert amount)
9—On receipt and acceptance of the Monthly Progress Report 8	[insert date]	\$	\$(insert amount)
10—On receipt and acceptance of Monthly Progress Report 9	[insert date]	\$	\$(insert amount)
11—On receipt and acceptance of Monthly Progress Report 10	[insert date]	\$	\$(insert amount)
12 —On receipt and acceptance of Monthly Progress Report 11	[insert date]	\$	\$(insert amount)
12—On receipt and acceptance of Monthly Progress Report 12	[insert date]	\$	\$(insert amount)
14—On receipt and acceptance of Final Report	[within 1 month of end of Activity period]	\$	\$(insert amount)
Total Amount		\$(insert amount)	\$(insert amount)

Invoicing

Payment for Milestone 1 will be made following receipt by the Department of a correctly rendered invoice issued by the Grantee to the Commonwealth representative at the email address listed in section F of these Grant Details. Payment for Milestones 2-14 will be made following acceptance by the Department of the relevant report. At the same time as the Grantee submits the report, the Grantee must also send to the Department a correctly rendered invoice. To be correctly rendered, the invoice must:

- state that the document is a tax invoice
- correctly state the name and ABN of the Department
- correctly state the name and ABN of the Grantee
- give the date the invoice was issued
- provide a brief description of the items to be paid (including price and quantity)
- if applicable, state the amount of GST payable, or that the total price includes GST.

E. Reporting

Consistent with clause 13 of Schedule 1, the Grantee agrees to provide the Monthly Progress Reports and Final Report to the Commonwealth in accordance with the Milestones. The Monthly Progress Reports will include details of:

- the number of services being trialled (including details of any new services or services that are no longer part of the trial);
- the amount being invoiced and the total cumulative amount invoiced to date;
- details on the service locations;
- quality of service issues and customer complaints (if any); and,
- any issues that may affect the achievement of the Project outcomes.

The Final Report must:

- detail how the Activity has been performed and the stated outcomes of the Activity have been achieved, including technology used, services delivered, number of consumers and the costs per service trialled;
- identify any service outages and issues;
- identify any new technologies used;
- consistent with Clause 10 of Schedule 1, verify that the Grant has been spent, and stating that any Other Contributions from the Grantee have been spent;
- discuss lessons learned during the trials; and
- be submitted within one month after the end of the Activity period.

F. Party representatives and address for notices

Grantee's representative and address

Name	_____
Position	_____
Postal / physical address(es)	Yes No
Business hours telephone	_____
Mobile	_____
Fax	_____
Email	_____
Alternative contact	_____

Commonwealth representative and address

Name	_____
Position	_____
Postal / physical address(es)	Yes No
Business hours telephone	_____
Mobile	_____
Fax	_____
Email	_____
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

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.

Activity material	_____
Activity material	_____
Activity material	Yes No
Activity material	_____
Activity material	_____

Activity material

Activity material

Activity material

Supplementary Terms from Clause Bank

CB1. Other contributions

CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of contribution	Cash contribution \$ (GST excluded)	In-kind contribution \$ (GST excluded)	Timing
[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc.]	[\$[insert amount]]	[\$[insert amount]]	[insert date or Milestone to which the Other Contribution relates]
Total		[\$[insert amount]]	[\$[insert amount]]	

CB1.2 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 or used 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 19 of Schedule 1 to this Agreement.

CB2. Activity budget

CB2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the Activity Budget below:

Item	Description	Grant contributions GST [incl/excl]	Other contributions—grantee GST [incl/excl]	Other contributions—third parties GST [incl/excl]	Total cost GST [incl/excl]
[insert reference]	[insert description of the item—e.g upfront set-up costs, per service costs]	[insert amount of Grant contributed to this tem]	[insert amount of Grantee's own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total cost of the item]

CB3 Intellectual property in Activity Material

- CB3.1 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.
- CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.
- CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.
- CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

CB3A. Intellectual property—research

Not applicable

CB3B. Creative Commons licence

- CB3B.1 The licence in clause 17 of Schedule 1 to this Agreement includes a right for the Commonwealth to license the Reporting Material, and any Activity Material specified in the Grant Details, to the public under a Creative Commons Attribution licence (CC BY licence).

CB4. Access/Monitoring/Inspection

- CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:
- a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
 - b) permission to inspect and take copies of any Material relevant to the Activity.
- CB4.2 The Auditor-General and any Information Officer under the Australian Information Commissioner Act 2010 (Cth) (including their delegates) are persons authorised for the purposes of clause 4.1.
- CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

CB5. Equipment and Assets

CB5.1 In this Agreement:

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant [, excluding Activity Material [and/], Intellectual Property Rights [and real property]].

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$[insert] (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

a) [insert list of approved equipment and assets]

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

CB5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$[insert] (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Date of acquisition	Grant Contributions	Other Contributions—Grantee	Other Contributions—Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]		[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contribute d to this item]	[insert total amount cost of the item]

CB5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

CB6 specified personnel

CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:

[insert details, including name and nature of the role or work to be undertaken]

CB6.2 The Grantee agrees to notify the Commonwealth as soon as practicable if the Specified Personnel are unable to perform the work as required under this clause.

- CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.
- CB6.4 If clause CB6.2 or clause CB6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

CB7. Relevant qualifications, licences, permits, approvals or skills

Not applicable

CB8. Vulnerable persons

- CB8.1 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"> (a) an apprehended violence or protection order made against the person; (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance; (c) violence against another person or the injury, but excluding the death, of another person; or (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);
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"> (a) a crime or offence involving the death of a person; (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; (c) 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; or (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means 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.

- CB8.2 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 Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.
- CB8.3 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.
- CB8.4 In undertaking a risk assessment under clause CB8.3, 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;
 - e) any other relevant matter,
- and must ensure it fully documents the conduct and outcome of the risk assessment.

- CB8.5 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.
- CB8.6 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.

CB9. Child safety

CB9.1 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: https://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

CB9.2 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 CB9.2 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

CB9.3 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 CB9.3;
- 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 CB9.3;
 - 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
- f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

- a) notify the Commonwealth of any failure to comply with this clause CB9;
- 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 CB9; 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 CB9.

CB10. Commonwealth Material, facilities and assistance

- CB10.1 In this Agreement, Commonwealth Material means any Material:
- a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
 - b) derived at any time from this Material, including the Material specified in CB10.2, but does not include Reporting Material or Activity Material.
- CB10.2 The Commonwealth agrees to provide the following Material to the Grantee:
- a) If possible, data on premises and services in operation in the target area (i.e. in the NBN Co fixed wireless and satellite footprint).
- CB10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.
- CB10.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.
- CB10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:
- Not Applicable
- CB10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing the Commonwealth Material.

CB11. Jurisdiction

- CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

CB12. Grantee trustee of Trust

Not applicable

CB13. Fraud

- CB13.1 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.
- CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- CB13.3 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.

- CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.
- CB13.5 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.
- CB13.6 This clause survives the termination or expiry of the Agreement.

CB14. Prohibited dealings

Not applicable

CB15. Anti-corruption

- CB15.1 In this Agreement, Illegal or Corrupt Practice means directly or indirectly:
- a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
 - b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party,
- as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.
- CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity, have not engaged in an Illegal or Corrupt Practice.
- CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity, do not:
- a) engage in an Illegal or Corrupt Practice; or
 - b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).
- CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

CB16. Step-in rights

- CB16.1 If:
- a) the Commonwealth issues a notice under clause 2.2 of Schedule 1 to this Agreement;
 - b) an event in clause 19.3.1.c of Schedule 1 to this Agreement occurs; or
 - c) the Grantee requests that the Commonwealth exercise its rights under this clause;

the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause CB16 and the date from which this notice will take effect (Step In Notice).

CB16.2 From the date specified in the Step-in Notice:

- a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
- b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
- c) the Commonwealth's obligation to pay the Grant is suspended; and
- d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.

CB16.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:

- a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
- b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

CB16.4 The Commonwealth will by written notice advise the Grantee of:

- a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

CB17. Grant Administrator

Not applicable

CB18. Management Adviser

Not applicable

CB19. Indemnities

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 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.

CB20. Compliance with Legislation and policies

- CB20.1 In this Agreement, Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
- CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB21. Work health and safety

- CB21.1 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.
- CB21.2 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 21.1 of Schedule 1 to this Agreement.
- CB21.3 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 in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

CB22. Transition

- CB22.1 If the Agreement is reduced in its scope or terminated under clause 19 of Schedule 1 to this Agreement, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (Successor).
- CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:
- a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
 - b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
 - c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
 - d) transferring to the Commonwealth or any Successor:
 - e) Activity Material specified in the Grant Details; and
 - f) Assets purchased with the Grant;
 - g) Records maintained under clause 12.1 of Schedule 1 to this Agreement;

- h) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- i) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- j) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- k) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20 of Schedule 1 to this Agreement.

CB23. Corporate governance

Not applicable

CB23A. Incorporation requirement

Not applicable

CB24. Counterparts

CB24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

CB25. Employees subject to SACS Decision

Not applicable

CB26. Program interoperability with National Disability Insurance Scheme

Not applicable

CB27. Rollover of surplus and uncommitted funds

CB27.1 In this Agreement, Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

CB27.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

CB28. Secret and Sacred Indigenous Material

Not applicable

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of
the Commonwealth of
Australia as represented by
[insert entity]

Name

Position

Signature

Date

Witness name:

Signature:

Date:

Grantee:

[If Grantee is an Individual]

Signed for and on behalf of
the Commonwealth of
Australia as represented by
[insert entity]

Director's name

Signature:

Date:

Full legal name of the Grantee: [insert name of the Grantee and any ABN]

Signatory Name:
(print)

Signature and date

Signatory Name:
(print)

Signature and date

Signatory Name:
(print)

Signature and date

Witness Name:
(print)

Signature and date:

Witness Name:
(print)
Signature and date:

Witness Name:
(print)
Signature and date:

[OR]

[If Grantee is a Company]

Name of company

Name

Position

Signature

Date

Witness name:

Signature:

Date:

Director/Company Secretary
Name

Signature

Date:

[OR]

If Grantee is an Incorporated Association]

Full legal name of the Grantee

Public Officer's Name

Signature

Date

Committee Member/Secretary
Name

Signature

Date:

[OR]

[If Grantee is a Partnership]

Full legal name of the Grantee

Partner's Name

Signature

Date

Partner's/Witness Name

Signature

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.

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 to 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 The Parties acknowledge and agree that they each:
- (a) are registered for GST purposes;
 - (b) have quoted their Australian Business Number to the other; and
 - (c) must notify the other of any changes to the matters covered by this clause.

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 Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this 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 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.

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).

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.

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.

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 Schedule.

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

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.