

[Insert Commonwealth Entity Logo]

Commonwealth Grant Agreement

between the Commonwealth represented by

(*insert Commonwealth entity*)

and

(*insert Grantee*)

Commonwealth Low-risk Grant Agreement

Drafting Instructions

Instructions to assist you to complete this Agreement are in black text on a grey background. Where you need to insert details or choose whether to include the relevant text the text is highlighted in yellow. Standard model clauses are in black text and are not highlighted. Don't forget to delete any options you do not use. Delete this box and all drafting notes and all yellow highlighting before providing this Agreement to the Grantee.

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

You should enter the specific details of each particular Grant, such as the purpose of the Grant, the Parties involved, and the details of the Activity to be undertaken, in the **Grant Details**. The Grant Details also include any Supplementary Terms that apply to the Activity, such as specific legislative requirements or industry standards for each Grant.

You can include terms, in addition to those contained in the Commonwealth General Grant Conditions, in the **Supplementary Terms**. You can only include Supplementary Terms that are provided in the template. You should consider the scope and subject matter of a particular Grant when deciding whether or not to include a particular Supplementary Term.

Representatives of the Commonwealth and the Grantee must sign the Agreement on the **signatures page**.

Multiple Grant Agreements

It is possible for more than one Grant to be covered by one Agreement. This is achieved by completing a separate Grant Details for each Grant - and including in Item A of the Grant Details for each Grant, a reference to the main Agreement. When entering into a Grant with a Grantee for the first time, or where a new Grant is to be a standalone agreement, the Grant Agreement section should be completed to create the new Agreement. When providing a subsequent Grant to a Grantee that is to form part of an existing Agreement, complete a new Grant Details section but delete the Grant Agreement section - the information in the existing Agreement will apply.

Further guidance on issues to consider when deciding whether to enter into a 'new' Agreement for a subsequent Grant or whether to add it to an existing Agreement can be found on the Finance website.

The **Commonwealth General Grant Conditions** (General Grant Conditions) at Schedule 1 define the standard rights and obligations, and contain definitions, that apply to the entire Agreement. These conditions cannot be changed. However, any Supplementary Terms included in the Grant Details will take priority over the General Grant Conditions in the event of inconsistency. Note that any Supplementary Terms included in the Grant Details will only apply to the specific Grant covered by the Grant Details. Where a subsequent Grant is being provided under an existing Agreement, when completing the Grant Details for the Grant you will need to consider again whether any of the Supplementary Terms should apply to that Grant and include or delete as appropriate.

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Commonwealth General Grant Conditions Schedule 1

Grant Agreement [insert reference number/name]

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

Parties to this Agreement

[You should provide details of both the Grantee and your entity, which represents the Commonwealth. Not all the information will be necessary for every Grantee or every Agreement. However, enough information must be included to properly identify the Grantee including their full legal name. If the Grantee is a trustee of a Trust, you should ensure that you include both the full legal name of the Grantee, and the full name of the Trust. In this situation, check that the ABN that is included is the ABN that relates to the Trust (rather than the trustee itself).]

The Grantee

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

The Commonwealth

The Commonwealth of Australia represented by [full entity name]

[address]

ABN [insert entity ABN]

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 (if any);
- (c) the General 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 **[insert reference number/name]**

[When completed, the Grant Details should contain all the information necessary for the completion of the Activity for which the Grant was provided, including any reports necessary for evaluation of the Grant.]

A. Purpose of the Grant

[You should clearly set out the outcomes or operational objectives of the Grant. This should be a brief summary of the aims/objectives of the Grant and not the specific details of the Activity (which should appear at Item B). The purpose of the Grant should be consistent with any guidelines issued by the Entity relating to the Grant or grant program. Details of any program the Grant belongs to should also be included where relevant. If this Grant is being provided under an existing Agreement with the Grantee, details of that Agreement should be included here – as noted above, in this situation you should delete the Grant Agreement section.]

The purpose of the Grant is to **[insert details of activity aims or objectives]**.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated **[insert date]** **[insert reference number/name]**.

The Grant is being provided as part of the **[insert details]** program.

B. Activity

[You should include a detailed description of the Activity linked to relevant key performance indicators. If appropriate, this can be structured using 'milestones' or 'stages' - particularly if the Grant is to be paid in instalments or where the Grantee will be required to provide any reporting of the Activity (whether performance or financial). The details of any reports required as part of the Activity should be included at Item E below. If appropriate, you should include details of anything that is not part of the Activity and therefore not able to be covered by the expenditure of the Grant.]

[insert details]

C. Duration of the Activity

[You should specify the anticipated Activity start date and Completion Date. Make sure the Completion Date takes account of the submission and acceptance of any reporting required under Items B and E.]

The Activity starts on **[insert date/event]** and ends on **[insert date/event]**, the Completion Date.

[The following schedule provides an example of how you might specify the timing of specific events. Milestones should be clearly linked with the description of the Activity in item 'B. Activity' above and/or any reporting requirements in item 'E. Reporting' below.]

Activity Schedule	
Milestone	Due Date
[insert event]	[insert date]
[insert event]	[insert date]

[insert event]

[insert date]

D. Payment of the Grant

[You should describe the amount of the Grant, the form of payment(s), and timing of payment(s). If you do not include the Grantee's nominated bank account details below, you will need to ensure that you have a process for obtaining and confirming the details of the bank account into which the Grant is to be paid. As noted in item 'C. Duration of the Activity' above, if the Grant is going to be paid in instalments, these should be linked to the milestones or stages used in the description of the Activity.]

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

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 [insert bank account details].

[The following payment schedule provides an example of how you might specify the timing of payments. Milestones should be clearly linked with the description of the Activity in item 'B. Activity' above.]

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.

[insert any additional details]

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
[insert relevant event e.g. on signature of agreement or acceptance of progress report]	[insert date]	[\$insert amount]	[\$insert amount]	[\$insert amount]
Total Amount		[\$insert amount]	[\$insert amount]	[\$insert amount]

[If relevant, you should include your invoicing requirements. Where the Grant is subject to GST, you must ensure that you include all requirements for the invoice to be a 'tax invoice' for the purposes of relevant GST legislation. Where your Entity will be issuing Recipient Created Tax Invoices, this should be detailed here.]

Invoicing

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

[insert invoicing details]

[OR]

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

[insert date e.g. month/year]
[insert department/entity name]

[insert RCTI details]

E. Reporting

[In this section you should clearly establish any reporting requirements that form part of the Activity. You should include a description of what should be included in the report, details of any particular certification or 'sign-off' (e.g. signed by the chief executive officer, an auditor etc) and the date by which the report is to be provided. The default position under the General Grant Conditions is that acquittals require a signed statement by the Grantee. You should indicate who is required to sign the statement here if there is a requirement for a particular individual to do so. If independently audited financial reports are required, you should indicate it here and you must include Supplementary Term 'G4. Audit' in the Supplementary Terms.]

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:

[insert details of reports required (e.g. milestone or progress reports, financial reports or data that directly contributes to the monitoring and evaluation of the Activity and the Grantee's performance)]

F. Party representatives and address for notices

[In this section you should include the name, position and contact details of the representatives of the Parties. The 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. The representatives may or may not be the signatories to the Agreement.]

Grantee's representative and address

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

Commonwealth representative and address

Name of representative	[insert details]
Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]

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. Supplementary Terms

[You should only include Supplementary Terms which are necessary to the transparency and accountability requirements of the Commonwealth and the effective completion of the Activity. A list of Supplementary Terms dealing with some of the more common issues is set out below. You cannot add to or amend the Supplementary Terms, except where you are asked to insert details. Supplementary Terms which are not used should be deleted and the words "Not Applicable" included under the Supplementary Term heading. If you are incorporating a large number of Supplementary Terms, you should carefully consider whether the Grant is low-risk.]

G1. Other Contributions

[The following Supplementary Term should be included where your decision to provide the Grant is in part due to the Grantee or a third party (e.g. a State government agency) providing financial or in-kind contributions to support the conduct of the Activity. Where the Grant is contingent on Other Contributions you may wish to include an associated reporting requirement as part of Item E in the Grant Details. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

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

[insert details]

[The following table provides an example of how you might specify Other Contributions to the Activity.]

Contributor	Nature of Contribution	Amount (incl. GST)	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 date or Milestone to which the Other Contribution relates]
		\$	

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

[Where a budget has been agreed as a component of the Agreement it should be included below. The budget would form the basis against which the Grantee would acquit the Grant at the Activity's Completion Date. The budget should include any 'Other Contributions' - see above. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:

[insert details]

[The following table provides an example of how you might specify the expenditure of the Grant within a budget.]

Expenditure Item	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]

G3. Record keeping

[You should clearly establish any additional record keeping requirements. Be sure to specify any requirement to retain records after the Activity ends. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

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

- (a) 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
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- (c) [insert other requirements]

G3.2 The Grantee agrees to maintain the records for five years after the 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

[You should only include this clause if you have included the requirement to have an independently audited financial acquittal report in item 'E. Reporting' of the Grant Details. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G4.1 The Grantee agrees to provide the Commonwealth with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); 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.

G5. Activity Material

[Intellectual Property Rights created under this Agreement should belong to the Grantee and the Commonwealth is licensed with regard to the content of the reports in item 'E. Reporting' (see General Grant Condition 12). You should carefully consider if the Commonwealth is likely to want a licence over any Activity Material created under the Agreement and, if so, this clause should be included. You should indicate "Not Applicable" and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

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

[You should include this Supplementary Term where you require additional access to premises and documents due to the nature of the Activity. You should indicate “Not Applicable” and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 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 G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and assets

[Equipment and assets purchased by the Grantee for the purpose of the Activity are owned by the Grantee. Where significant equipment and assets are going to be required to undertake the Activity and/or you require the Grantee to keep records of equipment and assets purchased with the Grant the following clause(s) can be used. Consider whether a budget would also be appropriate - see Supplementary Term ‘G2. Activity budget’ above. You should indicate “Not Applicable” and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000 (including GST), apart from those listed in the Budget and/or detailed below:

(a) [insert list of approved equipment and assets]

G7.2 The Grantee agrees to maintain a register of all equipment and assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

[insert details]

[The following table provides an example of how you might design an equipment and assets register.]

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert]	[insert description]	[insert amount of]	[insert amount of]	[insert amount of other]	[insert total]

[insert date e.g. month/year]
[insert department/entity name]

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
<i>reference]</i>	<i>of the equipment or asset]</i>	<i>Grant contributed to this item]</i>	<i>Grantees own funds contributed to this item]</i>	<i>sources of funding contributed to this item]</i>	<i>amount cost of the item]</i>

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

G8. Relevant qualifications or skills

[You should consider whether particular persons are required to carry out aspects of the Activity or parts of it due to the specific qualifications or skills needed, or due to specific industry or legislative requirements. You should indicate “Not Applicable” and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

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

(a) *[insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for police clearance, certificate 4 etc)]*

G9. Activity specific legislation, policies and industry standards

[You can include any specific legislative or policy requirements or industry standards that apply to the Activity. In particular, you may wish to consider the requirement to comply with workplace health and safety policies. You should indicate “Not Applicable” and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

(a) *[insert relevant legislation, policies and/or industry standards]*

G10. Commonwealth Material, facilities and assistance

[You should include this Supplementary Term where it is necessary to specify any Commonwealth Material or assistance to be provided by your entity (in addition to the Grant) to assist the Grantee to undertake the Activity. This could include documentation, equipment, access to premises, provision of administrative support. You should also include any conditions or restrictions on the Grantee's use, such as returning the

[insert date e.g. month/year]
[insert department/entity name]

Material following the Completion Date of the Activity. If you wish to provide Material only or facilities and assistance only, indicate “Not Applicable” in the clause that does not apply. You should indicate “Not Applicable” and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G10.1 In this Agreement, Commonwealth Material means any Material provided by the Commonwealth to the Grantee for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.

G10.2 The Commonwealth agrees to provide the following Material to the Grantee:

(a) [insert details] [OR] Not Applicable

G10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

G10.4 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 must, if requested, return all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement.

G10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

(a) [insert details] [OR] Not Applicable

G10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance.

G11. Jurisdiction

[The following Supplementary Term can be included where it is necessary to specify which law will govern the Agreement. For example, the State in which the Activity will be undertaken.]

Not Applicable

[OR]

G11.1 This Agreement is governed by the law of the [insert jurisdiction].

G12. Grantee trustee of a Trust

[You should include this term where the Grantee is a trustee of a Trust. You should ensure that the proper name of the Trust is included in the 'Parties' section at the start of this document. You should indicate “Not Applicable” and delete all other highlighted text if this Supplementary Term is not included.]

Not Applicable

[OR]

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

[insert date e.g. month/year]
[insert department/entity name]

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

Signatures

Executed as an agreement:

[You will need to consider the legal status and structure of the Grantee. The execution clause may need to be amended to reflect this. You should contact your legal area if you have any uncertainty as to how the Grantee should execute the Agreement. This is particularly the case where the Grantee is a partnership or a trust, or where the Grantee proposes an alternative form of execution clause.]

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by [insert entity]	
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:	[insert name of the Grantee and any ABN]
Signatory Name: (print) Signature and date:
Witness Name: (print) Signature and date:

[OR]

[If Grantee is a Company]

Name of Company:	[insert name of company and any ABN, ACN or ARBN]
Director's Name: (print) Signature and date:

Director/Company Secretary Name: (print) Signature and date:	 ----- -----
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[OR]

[If Grantee is an Incorporated Association]

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

[OR]

[If Grantee is a Partnership - note that each partner should execute, add extra rows as required]

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

[OR]

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

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. 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.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 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. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

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

8. Payment of the Grant

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

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

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

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

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

16.2 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.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel 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 believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, 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 expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

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

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described 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.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated 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 General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity 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*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.