



Australian Government

Department of Health and Aged Care

Professor Georgina Long
Melanoma Institute of Australia
PO BOX 1479
CROWS NEST NSW 1585
info@melanoma.org.au

Dear Professor Long

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Cancer Screening and Management Services	National Melanoma Nurses Program - 4-ILLN0RC	\$14,800,000	\$1,480,000	\$16,280,000
Total		\$14,800,000	\$1,480,000	\$16,280,000

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of Health and Aged Care, ABN 83 605 426 759 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 26 April 2023 to the address below, otherwise this offer will lapse.

doh.transitions@communitygrants.gov.au

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email Healthsportgrants@dss.gov.au.

Yours sincerely

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A/g Assistant Director
Health Grants Branch
Community Grants Hub
26 April 2023

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	2-D1M8CX
Agreement ID:	4-ILBFW27
Schedule ID:	4-ILBFW29

1. Undertaking the Activity

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

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

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

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

2. Payment of the Grant

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

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

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

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

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

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

3. Acknowledgements

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

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

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

4. Notices

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

under this Agreement.

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

5. Relationship between the Parties

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

6. Subcontracting

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

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

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

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

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation 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 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

10. Spending the Grant

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

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

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

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records 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 In addition to the obligations in clause 13.1, the Grantee agrees to:

(a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity.

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

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

14. Privacy

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

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

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.

(d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

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

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

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

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

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

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if

requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

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

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

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

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

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

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

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

21. Survival

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

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

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the

Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE



Australian Government

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Health and Aged Care
and
Melanoma Institute of Australia

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 2022
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Grant Agreement

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 of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Melanoma Institute of Australia
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	Melanoma Institute of Australia
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	35 123 321 148
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Poche Centre, 40 Rocklands Road, NORTH SYDNEY NSW 2060
Relevant business place (if different)	
Telephone	02 9911 7200
Fax	02 9954 9290
Email	info@melanoma.org.au

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into 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.

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

Grant Details

Organisation ID:	2-D1M8CX
Agreement ID:	4-ILBFW27
Program Schedule ID:	4-ILBFW29

A. Purpose of the Grant

The purpose of the Grant is to:

The incidence rate of melanoma in Australia is the highest in the world, with the World Health Organisation (WHO) reporting an age standardised incidence rate of invasive melanoma at 36.6 per 100,000 Australians in 2020, compared to the global average of 4.2 per 100,000 persons. In 2022, more than 17,500 Australians are expected to be diagnosed with melanoma and over 1,200 are expected to die from this disease.

In the 2022-23 Federal Election, the Government committed to provide \$14.8 million to the Melanoma Institute Australia (MIA) to establish a National Melanoma Nurses Program, and support the recruitment and training of 35 Full Time Equivalent (FTE) melanoma nurses by 2025-26.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Cancer Screening and Management Services program.

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

National Melanoma Nurses Program - 4-ILLN0RC

B. Activity

These nurses must be a central point of contact for Australians impacted by melanoma and must provide:

- Information, care and support for both patient and their families, as well as health care professionals within a multidisciplinary team;
- Assistance to access multidisciplinary specialists and services;
- Continuity of care for patients throughout the entire cancer journey; and
- Coordination of care from diagnosis onwards.

The objectives of the grant opportunity are to:

- Enable access for Australians diagnosed with melanoma, their families and carers to a melanoma nurse from diagnosis and throughout treatment;
- Provide principal liaison between a patient diagnosed with melanoma and their medical specialist, and coordinate and facilitate access to treatment and care services;
- Minimise the stress and trauma of a melanoma diagnosis for Australians and their family;
- Recruit, train and employ 35 FTE hospital based and telehealth melanoma nurses by 2025-26 .
- Provide equity of access to melanoma patients through MPA telehealth services via a subcontractor arrangement.
- Collaborate with key stakeholders across the Melanoma community to ensure strong relationships and networks are made.

The intended outcomes of the grant opportunity are:

- Provision of physical (clinical), psychological and emotional support to Australians diagnosed with melanoma, their families and carers; and
- Improved continuity and quality of care for Australians diagnosed with melanoma.
- Collaborative and effective relationships with key stakeholders across the melanoma community.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Number of Commonwealth-funded melanoma nurses employed through this initiative	2022-23 - 0 FTE new 2023-24 - 8 FTE new 2024-25 - 22 FTE new (30 FTE cumulative) 2025-26 - 0 FTE new (30 FTE cumulative)

Number of Commonwealth-funded melanoma telehealth nurses employed through the melanoma nurse initiative	2022-23 - 0 FTE new 2023-24 - 2 FTE new 2024-25 - 3 FTE new (5 FTE cumulative) 2025-26 - 0 FTE new (5 FTE cumulative)
Number of Australians and their families supported by a Commonwealth-funded melanoma nurse throughout the melanoma nurse initiative (new patients)	2022-23 - 0 2023-24 - 600 2024-25 - 2,250 (2,850 cumulative) 2025-26 - 2,250 (5,100 cumulative)
Number of Australians and their families supported by a Commonwealth-funded melanoma telehealth nurse throughout the melanoma nurse initiative (new patients)	2022-23 - 0 2023-24 - 130 2024-25 - 325 (455 cumulative) 2025-26 - 325 (780 cumulative)
Percentage of Commonwealth-funded melanoma nurses and telehealth nurses that attend a suitable conference between 1 July 2023 and 30 June 2026 related to melanoma care of your Organisation's choice	100%
Percentage of new nurses undertaking induction training	100%

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Melanoma Institute of Australia	Poche Centre 40 Rocklands Road NORTH SYDNEY NSW 2060

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

C. Duration of the Grant

The Activity starts on 1 April 2023 and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 30 September 2026 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has 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 \$14,800,000.00 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2022-2023	\$1,700,000.00
2023-2024	\$3,300,000.00
2024-2025	\$4,700,000.00

2025-2026	\$5,100,000.00
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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:

BSB Number	012-361
Financial Institution	North Sydney 116 Miller Street ANZ
Account Number	835633105
Account Name	Melanoma Institute Australia

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment 1	31 May 2023	\$1,700,000.00	\$170,000.00	\$1,870,000.00
Payment 1	1 July 2023	\$825,000.00	\$82,500.00	\$907,500.00
Payment 2	1 October 2023	\$825,000.00	\$82,500.00	\$907,500.00
Payment 3	1 January 2024	\$825,000.00	\$82,500.00	\$907,500.00
Payment 4	1 April 2024	\$825,000.00	\$82,500.00	\$907,500.00
Payment 1	1 July 2024	\$1,175,000.00	\$117,500.00	\$1,292,500.00
Payment 2	1 October 2024	\$1,175,000.00	\$117,500.00	\$1,292,500.00
Payment 3	1 January 2025	\$1,175,000.00	\$117,500.00	\$1,292,500.00
Payment 4	1 April 2025	\$1,175,000.00	\$117,500.00	\$1,292,500.00
Payment 1	1 July 2025	\$1,275,000.00	\$127,500.00	\$1,402,500.00
Payment 2	1 October 2025	\$1,275,000.00	\$127,500.00	\$1,402,500.00
Payment 3	1 January 2026	\$1,275,000.00	\$127,500.00	\$1,402,500.00
Payment 4	1 April 2026	\$1,275,000.00	\$127,500.00	\$1,402,500.00
Total Amount		\$14,800,000.00	\$1,480,000.00	\$16,280,000.00

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for

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any taxable supplies it makes in relation to the Activity.

E. Reporting

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

Milestone	Information to be included	Due Date
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/04/2023 to 31/12/2023 as per the requirements at Item E.1.	15 January 2024
Financial Acquittal Report	Financial Declaration and Non-audited Income and Expenditure Statement as per the requirements at Item E.3.	15 July 2024
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/01/2024 to 30/06/2024 as per the requirements at Item E.1.	15 July 2024
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2024 to 31/12/2024 as per the requirements at Item E.1.	15 January 2025
Financial Acquittal Report	Financial Declaration and Non-audited Income and Expenditure Statement as per the requirements at Item E.3.	15 July 2025
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/01/2025 to 30/06/2025 as per the requirements at Item E.1.	15 July 2025
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2025 to 31/12/2025 as per the requirements at Item E.1.	15 January 2026
Final Report	Final Report for the period of the Activity as per the requirements at Item E.4.	31 August 2026
Financial Acquittal Report	Financial Declaration and Non-audited Income and Expenditure Statement as per the requirements at Item E.3.	31 August 2026

E.1 Performance Reports

Performance Report including Income and Expenditure Statement

The Grantee is required to submit to the Commonwealth, a Performance Report including an Income and Expenditure Statement on a template provided, every six months during the term of the Activity in accordance with the due dates specified in Item E.

Each Performance Report for the Activity is to contain information on the performance of the Activity during the reporting period, including:

- the extent to which the objectives of the Activity described in Item B of the Schedule have been met to date;
- a description of the specific Activity Milestones or other outcomes completed during the reporting period; and
- an explanation as to how the Grantee is addressing any issues, problems or delays previously identified with the Activity and an explanation of any further issues, problems or delays encountered in relation to the Activity to date and how the Grantee intends to address them; and
- an income and expenditure statement against the Activity Budget.

E.2 Activity Work Plan

None Specified

E.3 Financial Acquitall Reports

Financial Declaration and Non-audited Income and Expenditure Statement

The Grantee is required to submit to the Commonwealth, a Financial Declaration, on a template provided, and a Non-audited Income and Expenditure statement within one month after the Activity Completion Date in accordance with the due dates specified at the Item E.

The Financial Declaration and Non-audited Income and Expenditure Statement must be signed by the Grantee and certify that the Grantee has spent grant funding to perform the Activity as set out in the Agreement. Where applicable, the Grantee must include details of any unspent funds.

The Non-audited Income and Expenditure Statement must:

- be prepared in accordance with the applicable Australian Accounting Standards;
- be based on proper accounts and records for the Grantee;
- verify that grant funding was spent to perform the activity as set out in the Agreement; and
- Include any other matters as specified in the Agreement.

The Financial Declaration and Non-audited Income and Expenditure Statement must be certified by the Board, the Chief Executive Officer or an Authorised Officer of the Grantee.

E.4 Other Reports

Final Report

The Grantee is required to submit to the Commonwealth, a Final Report on a template provided by the date specified in Item E.

The Final Report for the Activity is to contain information on the performance of the Activity for the entirety of the Activity period, including:

- the extent to which the objectives of the Activity described in Item B of the Schedule have been met;
- a description of the specific Activity Milestones or other outcomes completed during the Activity period; and
- an explanation as to how the Grantee addressed any issues, problems or delays identified with the Activity.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Professor Georgina Long
Position	Client Agency Contact Officer
Business hours telephone	02 9911 7200
E-mail	georgina.long@sydney.edu.au

Commonwealth representative and email address

Business hours telephone	Not applicable
E-mail	Healthsportgrants@dss.gov.au

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.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2011* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2011* (Cth). If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2011* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

Organisation ID:	2-D1M8CX
Agreement ID:	4-ILBFW27
Program Schedule ID:	4-ILBFW29

Signatures

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Health and Aged Care, 83 605 426 759 in the presence of:

<p>s47F</p> <p>_____</p> <p>(Name of Departmental Representative)</p>	<p>s47F</p> <p>_____</p> <p>(Signature of Departmental Representative)</p>	
<p>Team Leader Community Grants Hub</p> <p>_____</p> <p>(Position of Departmental Representative)</p>	<p>s47F</p> <p>_____</p> <p>(Signature of Witness)</p>	<p>15/05/2023</p>
<p>s47F</p> <p>_____</p> <p>(Name of Witness in full)</p>		<p>15/05/2023</p>

Signed for and on behalf of Melanoma Institute of Australia, 35 123 321 148 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

<p>GEORGINA LONG</p> <p>_____</p> <p>(Name and position held by Signatory)</p> <p>CO-MEDICAL DIRECTOR MELANOMA INSTITUTE AUSTRALIA</p>	<p>s47F</p> <p>_____</p> <p>(Signature)</p>	<p>12/5/2023</p>
<p>RICHARD SCOLYER</p> <p>_____</p> <p>(Name and position held by second Signatory/Name of Witness)</p> <p>CO-MEDICAL DIRECTOR MELANOMA INSTITUTE AUSTRALIA</p>	<p>s47F</p> <p>_____</p> <p>(Signature of second Signatory/Witness)</p>	<p>12/5/23</p>

Supplementary Terms from the Clause Bank

Organisation ID:	2-D1M8CX
Agreement ID:	4-ILBFW27
Schedule ID:	4-ILBFW29

1. Other contributions

Not Applicable

2. 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:

Expenditure Item	Description	Grant Contributions (GST excl)	Other Contributions - Grantee (GST excl)	Other Contributions -Third parties (GST excl)	Total Cost (GST excl)
National Melanoma Nurses Program	Establishing a National Melanoma Nurses Program	\$16,280,000	Nil	Nil	\$16,280,000

3. Intellectual property in Activity Material

Not Applicable

3A. Intellectual property - research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. 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 CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and assets

Not Applicable

6. Specified personnel

Not Applicable

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

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

(a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity
and

(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. 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:

(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:

- (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.

9. Child safety

Definitions

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, as published by the Australian Government (available at: <https://childsafety.pmc.gov.au/what-we-do/national-principles-child-safe-organisations>);

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;
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.2(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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

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; and
- (g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

Not Applicable

12. Grantee trustee of trust

Not Applicable

13. 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.

14. Prohibited dealings

Not Applicable

15. 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 15.3 in relation to the performance of the Activity.

16. Step-in rights

Not Applicable

17. Grant Administrator

CB17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

CB17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

CB17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

CB17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

CB17.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and

(c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

CB17.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

CB17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

18. Management Adviser

CB18.1 If the Commonwealth issues a notice under clause 2.2, the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:

- a. advising the Grantee on:
 - i. the Grantee's operations and corporate governance arrangements;
 - ii. the management of the Activity;
 - iii. the management of the Grantee's personnel;
- b. with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
- c. cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
- d. providing any other advice to the Grantee that the Commonwealth requires.

CB18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

- a. the proposed period of the appointment;
- b. the proposed roles and responsibilities of the Management Adviser; and
- c. if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.

CB18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to provide the Commonwealth with reasons why a

Management Adviser should not be appointed.

CB18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

CB18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.

CB18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:

- a. does so independently of the Grantee; and
- b. does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

CB18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

19. 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.

20. 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).

21. 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 CB21.1.

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 facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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:
 - (i) Activity Material specified in the Grant Details;
 - (ii) Assets purchased with the Grant; and
 - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) 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.

23. Corporate governance

CB23.1 In this Agreement:

Constitution means (depending on the context):

(a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;

(b) in relation to any other kind of body:

(i) the body's charter or memorandum; or

(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

23A. Incorporation requirement

Not Applicable

24. 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.

25. Employees Subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. 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.

28. Secret and Sacred Indigenous Material

CB28.1 In this clause:

Aboriginal Person has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth);

Aboriginal Tradition has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

Indigenous Person means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;

Secret and Sacred Indigenous Material means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and

Torres Strait Islander has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth)

CB28.2 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

CB28.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

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