



**Australian Government**

**Department of Health**

**Commonwealth Standard Grant Agreement**

between the Commonwealth represented by

***The Department of Health***

and

***Scarlet Alliance, Australian Sex Workers  
Association***

This document has been released under  
the Freedom of Information Act 1982  
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 and the Grantee.

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	Scarlet Alliance, Australian Sex Workers Association
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Incorporated Association
Trading or business name	Scarlet Alliance
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	86 612 112 065
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	14 June 2005
Registered office (physical/postal)	203/1 Erskineville Road NEWTOWN NSW 2042
Relevant business place (if different)	
Telephone	02 9517 2577
Fax	02 9517 2488
Email	ceo@scarletalliance.org.au

### The Commonwealth

The Commonwealth of Australia represented by The Department of Health  
Sirius Building, Furzer Street  
Woden Town Centre ACT 2606  
ABN 83 605 426 759

## Background

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

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

## Scope of this Agreement

This Agreement comprises:

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

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

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

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

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## Grant Details

<b>Organisation ID:</b>	1-X9A3C7
<b>Agreement ID:</b>	4-8FEHV18
<b>Schedule ID:</b>	4-8FEHV1D

### A. Purpose of the Grant

The Grant is being provided as part of the Health Protection Program. The Health Protection Program aims to protect the health of all Australians from threats posed by communicable diseases outbreaks, natural disasters, environmental hazards, acts of terrorism and other incidents that may lead to mass casualties.

The objective of the Program is to fund activities that help strengthen the nation's capacity and capability in relation to health emergencies and communicable diseases.

Annexure A6 of the Health Protection Program funds activities for Blood Borne Viruses (BBV) and Sexually Transmissible Infections (STI) Prevention and Education.

The Activities funded under Annexure 6 will:

- support the implementation of the five National BBV and STI Strategies to reduce the prevalence and transmission risks of BBV and STI and reduce the burden of disease on the Australian communities and affected populations; and
- contribute to health protection and communicable disease prevention by improving the prevention, detection and treatment of BBV and STI, and increasing appropriate utilisation of Commonwealth medical services and pharmaceutical benefits.

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## Resources for Sex Workers – Community education and health literacy addressing BBV and STI with a focus on STI

### B. Grant Activity

The purpose of the Grant is to contribute to Australia's national partnership response to blood borne viruses (BBV) and sexually transmissible infections (STI), through prevention and education.

The focus of this activity is to prevent the spread of BBV and STI and increase the uptake of testing and treatment in sex workers through the provision of web-based BBV and STI resources. The activity will include the ongoing development and maintenance of BBV and STI web-based resources and related information for sex workers.

### Performance Indicators

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

Performance Indicator Description	Measure
Continue to develop, publish and maintain a suite of web-based resources on BBV and STI, and related information, for sex workers.	<ul style="list-style-type: none"> <li>Resources are developed and available on web-based platforms</li> <li>Increased uptake of health resources by target audience.</li> </ul>
Monitoring the use and uptake of web-based resources	<ul style="list-style-type: none"> <li>Comparative web data analysis undertaken throughout the life of the activity</li> </ul>
Continue to build capacity amongst peer educators through a regularly reviewed, nationally consistent training program to allow them to provide education and support to sex workers to reduce barriers to the health system by addressing stigma and discrimination and building resilience so that they can take control of their own health.	<ul style="list-style-type: none"> <li>Education materials are evidence-based, reviewed where required by appropriate experts prior to publication to ensure accuracy and appropriateness of content, address the needs of the target population, and are culturally appropriate.</li> <li>At least 70% of target audience (peer educators) of training report increased knowledge and understanding of the subject matter.</li> <li>Member organisations and other stakeholders report inclusion of framework and education material into organisational processes and practices.</li> <li>A reported reduction in occurrences of stigmatising behaviour (observed or perceived) within the health system reported by priority populations.</li> </ul>

**Location Information**

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

	Location Type	Name	Address
1.	Direct Funded	Scarlet Alliance, Australian Sex Workers Association	203/1 Erskineville Road NEWTOWN NSW 2042

**Service Area Information**

The Activity will service the following service area/s:

	Type	Service Area
1.	National	Australia

**C. Duration of the Grant**

The Activity starts on 1 July 2018.

The Activity (other than the provision of any final reports) ends on 30 June 2020 which is the Activity's Completion Date.

The Agreement ends on 30 November 2020 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

**D. Payment of the Grant**

The total amount of the Grant is \$600,000.00 (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST)
2018-2019	s47(1)(b)
2019-2020	

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

<b>BSB Number</b>	s47(1)(b)
<b>Financial Institution</b>	
<b>Account Number</b>	
<b>Account Name</b>	

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.

<b>Milestone</b>	<b>Anticipated date</b>	<b>Amount (excl. GST)</b>	<b>GST</b>	<b>Total (incl. GST)</b>
Payment on execution of Agreement	s47(1)(b)			
2018-2019 – Payment 2				
2019-2020 – Payment 1				
2019-2020 – Payment 2				
<b>Total Amount</b>		<b>\$600,000.00</b>	<b>\$60,000.00</b>	<b>\$660,000.00</b>

### Invoicing

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

### Taxes, duties and government charges

If an amount of GST is paid as part of the consideration for a supply under this Agreement, and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.

### 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:

<b>Milestone</b>	<b>Information to be included</b>	<b>Due Date</b>
2018/2019 Activity Work Plan and Budget	<ul style="list-style-type: none"> <li>For the Activity Period from 1 July 2018 to 30 June 2019, as per Item E.2 – Activity Work Plan</li> </ul>	13 July 2018
2018/2019 Six Month Performance Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2018 to 31 December 2018, as per Item E.1 – Performance Reports</li> </ul>	8 February 2019

2018/2019 Six Month Financial Acquittal Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2018 to 31 December 2018, as per Item E.4 – Accounting for the Grant</li> </ul>	8 February 2019
2019/2020 Activity Work Plan and Budget	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2019 to 30 June 2020, as per Item E.2 – Activity Work Plan</li> </ul>	17 May 2019
2018/2019 Twelve Month Performance Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2018 to 30 June 2019, as per Item E.1 – Performance Reports</li> </ul>	31 August 2019
2018/2019 Twelve Month Financial Acquittal Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2018 to 30 June 2019, as per Item E.4 – Accounting for the Grant</li> </ul>	31 August 2019
2019/2020 Six Month Performance Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2019 to 31 December 2019, as per Item E.1 – Performance Reports</li> </ul>	7 February 2020
2019/2020 Six Month Financial Acquittal Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2019 to 31 December 2019, as per Item E.4 – Accounting for the Grant</li> </ul>	7 February 2020
2019/2020 Twelve Month Performance Report	<ul style="list-style-type: none"> <li>For the Activity Period 1 July 2019 to 30 June 2020, as per Item E.1 – Performance Reports</li> </ul>	31 August 2020
Final Report	<ul style="list-style-type: none"> <li>For the Activity Period from 1 July 2018 to 30 June 2020, as per Item E.5 – Other Reports</li> </ul>	30 September 2020
2018/2020 Audited Financial Acquittal Report and Financial Declaration	<ul style="list-style-type: none"> <li>For the entire Activity Period from 1 July 2018 to 30 June 2020, as per Item E.4 – Accounting for the Grant</li> </ul>	30 October 2020

## E.1 Performance Reports

The Grantee is required to provide a Performance Report for the Department's approval by the dates specified in Item E – Reporting. Each Performance Report, at a minimum, must contain the following information:

- Performance against the current approved Activity Work Plan and Budget and the extent to which the Activity has been met;
- Performance against the Performance Indicators and Targets in Item B.;
- An explanation as to how the Grantee is addressing any issues, problems or delays.

The Performance report must be considered satisfactory by the Department before the milestone will be met.

## E.2 Activity Work Plan and Budget

The Grantee is required to provide a detailed annual Activity Work Plan and Budget for the Department's approval by the dates specified in Item E – Reporting.

The Department may require amendments to the Activity Work Plan and Budget prior to its approval. If requested, any reasonable changes to the Activity Work Plan and Budget must be completed and submitted to the Department within ten (10) business days after receiving the request.

Once the Activity Work Plan and Budget has been approved by the Department, the Grantee must perform the Activity in accordance with this Agreement, including the Activity Work Plan and Budget. If the Grantee identifies a need to revise the approved Activity Work Plan and Budget, the Grantee must seek the Department's approval of the revised Activity Work Plan and Budget. Once the revised Activity Work Plan and Budget is approved by the Department, the Grantee must perform the Activity in accordance with the new Activity Work Plan and Budget.

### **E.3 Annual Report**

Not applicable

### **E.4 Accounting for the Grant**

The Grantee is required to submit a Financial Acquittal Report to the Department by the dates specified in Item E – Reporting.

The Financial Acquittal Report must provide an Income and Expenditure Statement recording expenditure against the approved Budget during the specified reporting period.

An Audited Financial Acquittal Report and Financial Declaration is to be submitted at the end of the entire Activity Period by the date specified in Item E – Reporting. The Financial Declaration is to confirm that the grant funds have been used in accordance with the intended purpose. A template for the Financial Declaration is provided at Annexure A.

### **E.5 Other Reports**

#### **Final Report**

The Grantee must provide a Final Report covering the entire funding period at the time specified in Item E – Reporting.

The Final Report is required to contain:

- A copy of all Activity Material and Commonwealth Material that the Department requests to be provided as part of this Final Report;
- An evaluation of the performance, benefits and outcomes of the entire Activity including an evaluation of the Activity against the Work Plan Performance Indicators / Targets;
- A discussion of any issues, problems or delays that the Grantee experienced in its performance of the activity and an explanation of how the Grantee dealt with those issues, problems, and delays;
- Any learnings from the Activity; and
- The extent to which the Activity achieved the Aim of the Activity and the Program's Objectives as specified in this Schedule.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Ms Jules Kim
Position	CEO
Postal/physical address(es)	PO Box 854 NEWTOWN NSW 2042
Business hours telephone	02 9517 2577
Mobile	Not identified
Fax	02 9517 2488
E-mail	ceo@scarletalliance.org.au

### Commonwealth representative and address

Name of representative	s22
Position	Grant Agreement Manager
Postal/physical address(es)	MDP 116 GPO Box 9848 Brisbane QLD 4001
Business hours telephone	s22
Mobile	Not identified
Fax	Not identified
E-mail	s47E(d)@health.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.

## G. Activity Material

Activity Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

Organisation ID:	1-X9A3C7
Agreement ID:	4-8FEHV18

**Signatures**

Executed as an agreement:

**Commonwealth:**

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through the <b>Department of Health</b> , ABN 83 605 426 759 in the presence of:	
Name: (print)	s22
Position: (print)	DIRECTOR
Signature and date:	s47F 25/6/18
Witness Name: (print)	s22
Signature and date:	s47F 25/6/18

**Grantee:**

Signed for and on behalf of <b>Scarlet Alliance, Australian Sex Workers Association</b> ABN 86 612 112 065 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:	
Name and Position held by Signatory (print):	JULESKIM - CHIEF EXECUTIVE OFFICER
Signature and date:	s47F 19/6/18
Name and Position held by second Signatory/Name of Witness (print):	Finoma Officer
Signature and date:	s47F 19/06/18

### Notes about the signature block

- If you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents. Where a Common Seal is used this must be attested by two authorised signatories.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- 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.]

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## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

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

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

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

### 2. Payment of the Grant

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

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

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

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

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

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

### 3. Acknowledgements

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

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

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

### 4. Notices

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

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

4.3 A notice is deemed to be effected:

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

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

## 5. Relationship between the Parties

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

## 6. Subcontracting

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

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

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

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 The Parties acknowledge and agree that they each:

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

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

(a) clauses 9.3(a), 9.4 and 9.5 do not apply; and

(b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 10. Spending the Grant

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

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

10.3 The reports under clause 10.2 must be audited by:

(a) a Registered Company Auditor under the *Corporations Act 2001*; or

(b) a certified Practising Accountant; or

(c) a member of the National Institute of Accountants; or

(d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## 12. Record keeping

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

(a) detail and document the conduct and management of the Activity;

(b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;

(c) enable all receipts and payments related to the Activity to be identified and reported.

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

### 13. Reporting

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

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

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

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

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

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

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

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

### 14. Privacy

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

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

### 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 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 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.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing 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;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

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

### 19.2 Suspension

19.2.1 If:

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

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

## 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

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

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

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

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

20. Cancellation or reduction for convenience

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

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

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

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

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

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

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

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

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

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

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

## 21. Survival

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- 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 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.
- Australian Privacy Principle has the same meaning as in the *Privacy Act 1988*.
- Change in the Control means any change in any person(s) who directly exercise effective control over the Grantee.
- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Commonwealth Standard Grant Conditions means this document.
- Commonwealth Purposes includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- Completion Date means the date or event specified in the Grant Details.
- Existing Material means Material developed independently of this Agreement.
- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money.
- Grantee means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Grant Details means the document titled Grant Details that forms part of this Agreement.
- Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- Party means the Grantee or the Commonwealth.
- Personal Information has the same meaning as in the *Privacy Act 1988*.
- Records include documents, information and data stored by any means and all copies and extracts of the same.
- Reporting Material means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material

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by the Department of Health and Aged Care

## FINANCIAL DECLARATION

### Details of Funding:

Entity name: \_\_\_\_\_ Grant no. (if applicable) \_\_\_\_\_

Funding amount: \$ \_\_\_\_\_ (As per the Funding Agreement and any Variations)

Funding period: \_\_\_\_\_ to \_\_\_\_\_

Was the funding amount GST inclusive or exclusive? Incl. ☐ Excl. ☐

Are there any unspent funds? Yes ☐ No ☐

If yes please state amount: \$ \_\_\_\_\_

### I verify:

That I am authorised by the rules governing the above entity to provide this statement in respect of those funds and that:

- the funding referred to above was spent in accordance with the Terms and Conditions under which the funding was provided;
- the activities for which funding was provided were completed as described in the schedule(s) to the funding agreement; and
- all records of financial transactions relating to the funding will be kept for 5 years or the minimum prescribed by any legislation under which the organisation falls e.g. Incorporated Associations Act, Tax Act etc.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

*Giving false or misleading information is a serious offence.*

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