



Australian Government
Department of Health

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FOR **STANDARD FUNDING AGREEMENT**

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the Department of Health, Disability and Ageing

Introduction

This Agreement is made in the following context:

- A. Subject to the Terms and Conditions and any Supplementary Conditions contained in this Agreement, the Department agrees to provide Your Organisation with the Grant for each Activity.
- B. Your Organisation must use the Grant for an Activity to conduct that Activity subject to the Terms and Conditions and any Supplementary Conditions specified in this Agreement.

The Parties agree as follows:

1 Context and Term

1.1 Context of this Agreement

- 1.1.1 This Agreement is made between Your Organisation and the Commonwealth, represented by the Department, for the performance of each Activity specified in the Schedule to this Agreement.
- 1.1.2 This Agreement consists of:
 - a. the Covering Letter;
 - b. these Terms and Conditions;
 - c. the Schedule, including any Supplementary Conditions specified in Annexure A to the Schedule; and
 - d. any documents incorporated by reference into these Terms and Conditions or the Schedule.
- 1.1.3 Provisions regarding the interpretation of this Agreement are contained in clause 11 [Interpretation].
- 1.1.4 In this Agreement, certain words and phrases have defined meanings. They are indicated by initial capital letters (for example, 'Activity').
- 1.1.5 Where a defined word or phrase is used only in one clause of these Terms and Conditions or only in a Supplementary Condition, it is usually defined in that clause or Supplementary Condition. All other definitions used in these Terms and Conditions are set out in clause 11.4 [Definitions] of these Terms and Conditions.

1.2 Compliance with Supplementary Conditions

- 1.2.1 Your Organisation must, in Your Organisation's performance of an Activity, comply with any Supplementary Conditions for that Activity.

1.3 Term of the Agreement

- 1.3.1 This Agreement commences on the Commencement Date and, unless terminated earlier, it expires on the Completion Date.

2 Your Organisation's responsibilities

2.1 Conduct of the Activity

- 2.1.1 Your Organisation must carry out each Activity in accordance with this Agreement and any Guidelines for the Activity and:
- a. within its Activity Period and so as to meet the Milestones and other timeframes specified in the Schedule for that Activity;
 - b. diligently, efficiently, effectively and in good faith to a high standard and so as to achieve the Aim of the Activity and assist in meeting the Programme's Objectives; and
 - c. so as to ensure that Your Organisation and Your Organisation's Personnel comply with:
 - i. all applicable Laws, including maintaining all qualifications, permits, registrations and licences required for the lawful performance of the Activity;
 - ii. any codes of ethics, regulations or other industry standards relevant to the Activity; and
 - iii. any Department or Commonwealth policy of which the Department gives Your Organisation notice.
- 2.1.2 Your Organisation remains fully responsible for the performance of this Agreement and each Activity and will not be relieved of that responsibility because of any:
- a. involvement by the Commonwealth in the performance of the Activity;
 - b. payment of the Grant funds to Your Organisation for each Activity;
 - c. Subcontracting or Sub-subcontracting of the Activity;
 - d. acceptance by the Department of any Report; or
 - e. acceptance by the Department of any Specified Personnel.
- 2.1.3 Your Organisation acknowledges that under section 137.1 of the *Criminal Code Act 1995* (Cth), giving false or misleading information to the Commonwealth is a serious offence.

2.2 Records

- 2.2.1 Your Organisation must keep accurate records and accounts regarding each Activity including receipts, proof of purchase and invoices and other documents to show how Your Organisation spent the Grant funds and any Other Contributions for that Activity for at least 7 years after the Activity End Date for that Activity (or any such longer period required by legislation).

2.3 Reports

- 2.3.1 Your Organisation must provide the Department with a completed declaration for each Activity, in the form provided by the Department and containing the information specified in that form:
- a. at the time(s) specified in Item E or F of the Schedule for that Activity; and
 - b. at any other time(s) notified to Your Organisation by the Department.
- 2.3.2 Your Organisation must also provide the Department with all other Reports specified in the Schedule for each Activity. Each Report must contain the information, and be given at the times and in the manner, specified in Items E and F of the Schedule for the Activity.
- 2.3.3 If the Department terminates this Agreement or this Activity, it may issue Your Organisation with a written notice requiring Your Organisation to provide an audited financial acquittal Report for each terminated Activity, which contains all of the information specified by the Department, within 30 days after the date on which the Activity is terminated.
- 2.3.4 Your Organisation must ensure that all Reports, and any publications referred to in clause 2.7, which Your Organisation provides to the Department under this Agreement comply with:
- a. the Level AA accessibility requirements in the *Web Content Accessibility Guidelines 2.0*; and
 - b. *the World Wide Web Access: Disability Discrimination Act Advisory Notes version 4.0* (2010) issued by the Australian Human Rights Commission¹,
- except to the extent the Department notifies Your Organisation otherwise.

2.4 Provision of information and liaison

- 2.4.1 Your Organisation must:
- a. liaise with and provide the Department with any information that it reasonably requires, including information regarding Your Organisation's ability to conduct an Activity and Your Organisation's financial and non-financial viability; and
 - b. comply with all of the Department's reasonable requests, directions and monitoring requirements,
- in relation to this Agreement or any review or evaluation of the Programme that is conducted by or for the Department.

¹ At the time of printing these Terms and Conditions, the *Web Content Accessibility Guidelines 2.0* were available on-line at <http://www.w3.org/TR/WCAG20/> and the Advisory Notes were available on-line at <https://www.humanrights.gov.au/world-wide-web-access-disability-discrimination-act-advisory-notes-ver-40-2010>.

- 2.4.2 Your Organisation must promptly advise the Department about any issue that may delay, stop or adversely affect an Activity.

2.5 Acknowledgement of support

- 2.5.1 Your Organisation must acknowledge the financial and other support Your Organisation has received from the Department for each Activity:

- a. in all publications, promotional and advertising materials, public announcements and activities published, made or carried out by Your Organisation, or on Your Organisation's behalf, which relate to the Activity and in any products, processes or inventions developed as a result of the Activity; and
- b. in the form that is approved by the Department prior to the publication of the acknowledgement,

except to the extent the Department notifies Your Organisation otherwise.

2.6 Use of Australian Government logos

- 2.6.1 Except to the extent the Department advises Your Organisation otherwise, Your Organisation must not use an Australian Government logo relating to the Programme without the prior written consent of the Department to that use.

2.7 Copies of publications

- 2.7.1 Where Your Organisation has been provided with Grant funds to produce a publication as part of an Activity, Your Organisation must provide the Department with a final copy of the publication prior to it being published and comply with the relevant *Web Content Accessibility Guidelines 2.0* requirements specified in clause 2.3.4 as well as any additional publication requirements specified in Item B of the Schedule for the Activity.

2.8 Permission to publicise the Grant

- 2.8.1 Your Organisation permits the Department to publicise and report on the awarding of the Grant to Your Organisation for an Activity. This may include, but is not limited to, the Department publishing Your Organisation's name, the amount of the Grant and the title, location and a brief description of the Activity in media releases, annual reports and on the Department's website.
- 2.8.2 Your Organisation must ensure that any Subcontractor or Sub-subcontractor expressly consents to the disclosure of its identity (and their Personal Information if the Subcontractor or Sub-subcontractor is an individual) to the Department. The consent obtained must extend to allowing the Commonwealth to publish, in the types of publications specified in this clause 2.8 [Permission to publicise the Grant], information about the Subcontractor or Sub-subcontractor, including its identity and the existence and nature of the Subcontract or Sub-subcontract.

2.9 Protection of Personal Information

2.9.1 Your Organisation must, in conducting the Activity:

- a. not do any act or engage in any practice which, if done or engaged in by the Department, would be a breach of an Australian Privacy Principle;
- b. comply with the obligations contained in the Australian Privacy Principles that apply to Your Organisation; and
- c. comply with any of the Department's directions, guidelines, determinations or recommendations to the extent that they are consistent with the requirements in this clause 2.9 [Protection of Personal Information].

2.9.2 Your Organisation must notify the Department immediately if Your Organisation becomes aware of a breach or possible breach of any of Your Organisation's obligations under this clause 2.9 [Protection of Personal Information].

2.9.3 If Your Organisation provides a 'health service' (as defined in the *Privacy Act 1988* (Cth)) to an individual, Your Organisation must:

- a. comply with the requirements in that Act regarding the use and disclosure of 'health information' or other 'sensitive information' (as those terms are defined in that Act) about the individual to the extent those requirements apply to Your Organisation;
- b. disclose that 'health information' and any other 'sensitive information' to another Australian health service provider when the Department directs Your Organisation to do so; and
- c. inform the individual:
 - i. as required by the *Privacy Act 1988* (Cth); and
 - ii. at the time the information is collected, that the information may be disclosed to another health service provider if required by the Department.

2.10 Commonwealth collection of Personal Information

2.10.1 Personal Information may be collected from or about Your Organisation's Personnel and may be used or disclosed to administer, monitor, review, promote and evaluate this Agreement, the Programme and any other grant programmes administered by the Department and for directly-related purposes.

2.10.2 Your Organisation agrees to notify Your Organisation's Personnel that the Department may do the following for the purposes specified in clause 2.10.1:

- a. collect, use and disclose the Personal Information of Your Organisation's Personnel; and

- b. disclose information about Your Organisation's Personnel to, and receive information about Your Organisation's Personnel from, any Commonwealth or other entity that maintains the Department's electronic on-line grant management system or has a directly-related policy interest or a role in administering the Programme.

3 Financial provisions

3.1 Payment of Grant funds

- 3.1.1 Subject to parliamentary appropriation for the Programme and Your Organisation's compliance with this Agreement, the Department will pay the Grant funds to Your Organisation for an Activity at the times, and in the manner, specified for that Activity in Item C and Item F of the Schedule.
- 3.1.2 Subject to any other Provision of this Agreement, a payment of Grant funds will be made for an Activity within 30 days after:
 - a. Your Organisation satisfies the preconditions (if any) specified in the Schedule for that payment; and
 - b. the Department provides Your Organisation with an RCTI, or where this Agreement requires Your Organisation providing the Department with a tax invoice (or where a tax invoice is not required, an invoice), for that payment.
- 3.1.3 The Department is not responsible for providing any money for an Activity in excess of the Grant funds specified for that Activity in Item C of the Schedule.

3.2 Department's rights to withhold or reduce the Grant funds

- 3.2.1 Where Your Organisation has not met a Milestone for an Activity by the date specified for that Milestone in the Schedule, the Department may withhold, in whole or part, the Grant funds remaining payable under this Agreement for the Activity until such time (if any) that the Milestone is completed to the Department's satisfaction.
- 3.2.2 The Department may, at its discretion and in addition to any other rights it has under this Agreement, withhold (either permanently or temporarily) or reduce one or more Grant payments under this Agreement where Your Organisation has breached a provision of:
 - a. this Agreement; or
 - b. another arrangement or agreement with the Department.
- 3.2.3 The Department may, at its discretion and in addition to any other rights it has under this Agreement, reduce the amount of the Grant payable for an Activity under this Agreement:
 - a. by the amount of any monetary or in-kind contributions (other than the Grant funds and the Other Contributions identified in the Schedule for the Activity) that Your Organisation receives, or is entitled to receive,

for the Activity or another project that is similar to the Activity, including any contributions to which clause 3.8.5 applies; and/or

- b. by the amount of any:
 - i. money that Your Organisation owes to the Department; or
 - ii. money in respect of which Your Organisation is required to provide, but has not provided, a declaration or other financial acquittal report,

under this Agreement or any other arrangement (whether contractual, statutory or otherwise) between Your Organisation and the Department.

- 3.2.4 Your Organisation must continue to perform Your Organisation's obligations under this Agreement notwithstanding any withholding or reduction of some or all of the Grant funds.

3.3 Your Organisation's use of the Grant funds

- 3.3.1 Your Organisation must use the Grant funds provided for an Activity:

- a. subject to clause 3.6.1.e, solely for that Activity; and
- b. in accordance with this Agreement.

- 3.3.2 Your Organisation may use the Grant funds provided for the Activity for domestic travel and accommodation expenses that Your Organisation's Personnel incur in the course of the Activity provided that:

- a. the Department considers that the travel is reasonable and necessary for the Activity and in accordance with any Budget for the Activity;
- b. the travel is taken by the most cost-effective and direct means possible;
- c. the claimed rate for any accommodation, food and drink and incidentals is equal to or lower than the lowest rate for accommodation, food and drink and incidentals that the Commissioner of Taxation has determined for the relevant financial year for the purpose of ATO Ruling TR 2004/6 (which for the 2014/15 financial year are the rates in Table 1 of Taxation Determination 2014/19 available from www.ato.gov.au); and
- d. receipts are obtained for the cost of travel, accommodation, food and drink and incidentals and are provided to the Department upon request.

- 3.3.3 Except as otherwise agreed in writing by the Department and subject to clauses 3.3.4 and 3.3.5, Your Organisation must not Commit or spend any part of the Grant funds for an Activity beyond its Activity End Date.

- 3.3.4 Your Organisation may pay an amount of Grant funds to a third party after the Activity End Date for an Activity provided that the amount was Committed for that Activity before its Activity End Date in accordance with the Activity Budget (if any) and this Agreement.

- 3.3.5 If there is no Budget for an Activity, Your Organisation may use a reasonable amount of the Activity's Grant funds for the preparation of the Activity's Reports that are due after its Activity End Date. If there is a Budget for an Activity, Your Organisation may only spend the Grant funds for that Activity on the preparation of the Activity's Reports to the extent that the Budget for that Activity provides for the Grant funds to be used for that purpose.
- 3.3.6 Your Organisation must immediately deposit and hold the Grant funds provided for each Activity in an Australian bank account that:
- a. is controlled solely by Your Organisation;
 - b. enables the tracking of the Grant funds (that is, the records for the account must show how Your Organisation spent the Grant funds in undertaking the Activity); and
 - c. complies with any other requirements set out in Item C of the Schedule, and Your Organisation must notify the Department as soon as practicable if the details of this bank account change.
- 3.3.7 Your Organisation must keep separate financial accounts and records for each Activity that:
- a. identify all receipts and payments for the Activity; and
 - b. enable the preparation of the declaration referred to in clause 2.3.1 and any other financial Report required for the Activity under clause 2.3 and Item E of the Schedule except to the extent otherwise notified by the Department.
- 3.3.8 If:
- a. the Department, acting reasonably, considers that Your Organisation is in breach of a Provision of this Agreement; or
 - b. the Department is considering terminating or reducing the scope of this Agreement under clause 10.1 [Termination or reduction in scope for convenience],
- the Department may direct Your Organisation, by written notice, to suspend Your Organisation's Commitment and expenditure of some or all of the Grant funds for an Activity as specified in the notice and Your Organisation must fully comply with that notice.

3.4 Prohibited use of the Grant

- 3.4.1 Except to the extent that the Department has otherwise agreed in writing, Your Organisation must not use any of the Grant funds provided for an Activity:
- a. for any international travel or expenses related to international travel;
 - b. to pay fines or penalties;

- c. to cover the costs of any legal action or proceedings or to settle or agree to consent orders in relation to, or otherwise resolve, any proceeding or application for reinstatement and/or wrongful dismissal by a current or former employee;
- d. to lend or gift money or Assets to any person;
- e. to provide redundancy payments, advances, commissions, bonuses, performance based benefits or similar benefits to any person;
- f. to pay sitting fees to any person, including a member of Your Organisation's governing board for his or her attendance at a meeting, or involvement in the business of the board;
- g. for a sale and lease back arrangement;
- h. to lease an item of property that Your Organisation owns;
- i. for the purpose of establishing a subsidiary or other commercial entity or activity;
- j. to pay Your Organisation any fee or charge that is calculated on a basis other than the costs Your Organisation actually incurs in the performance of the Activity;
- k. to purchase a car or other vehicle; or
- l. to provide for the future replacement of any asset or to Dispose of, acquire or provide for the future replacement of any land, building or other real property.

3.4.2 For the purposes of clause 3.4.1.j, and subject to any other Provision of this Agreement, 'costs Your Organisation actually incurs in the performance of the Activity' includes the proportion of any general operational overhead or expense of Your Organisation that is reasonably required for, and thus attributable to, Your Organisation's performance of the Activity. The Department may require Your Organisation to demonstrate that Your Organisation's attribution of an operational overhead or expense to the Activity is reasonable.

3.4.3 Your Organisation must not use any of the following as security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of, any litigation:

- a. the Grant funds for an Activity;
- b. this Agreement or any of the Department's obligations under this Agreement; or
- c. any Assets, land, building or other real property or Intellectual Property rights in Activity Material,

except to the extent that the Department has agreed in writing otherwise.

3.5 **Budget**

- 3.5.1 Subject to clause 3.5.2, where there is a Budget for an Activity, Your Organisation must only spend the Grant funds specified in that Budget on that Activity and in accordance with that Budget.
- 3.5.2 Where there is a Budget for an Activity, Your Organisation may reallocate the Grant funds for the Activity between the expenditure items of the Activity's Budget, up to the percentage (if any) specified in Item D without the Department's prior written approval.
- 3.5.3 Where there is a Budget for an Activity, Your Organisation must seek the Department's prior written approval for any Grant funds reallocation:
- within the Activity's Budget where no percentage is specified in Item D for that Budget;
 - between expenditure items in the Activity's Budget that exceeds the percentage specified in Item D of the Schedule for that Budget; and
 - between the Budgets of two or more Activities.

3.6 **Unspent or misspent Grant funds**

- 3.6.1 If at any time the Department determines, having discussed (or made a reasonable attempt to discuss) the relevant aspects of this clause 3.6 [Unspent or misspent Grant funds] with Your Organisation, that:
- Your Organisation has received Grant funds for an Activity that have not been spent or Committed for the Activity in accordance with this Agreement including as a result of Your Organisation having a surplus and/or underspend for the Activity;
 - the Department has made an overpayment of Grant funds to Your Organisation; or
 - Your Organisation has spent or Committed an amount of Grant funds other than:
 - for the Activity for which it was provided; and
 - in accordance with this Agreement,
 then at the Department's discretion:
 - Your Organisation must repay those Grant funds to the Department within 30 days after receiving a notice from the Department requiring Your Organisation to do so;
 - Your Organisation must deal with those Grant funds as directed by the Department; or
 - the Department may reduce one or more further Grant payments for an Activity by up to the amount of those Grant funds.
- 3.6.2 If, after the Department applies clause 3.6.1.a to an amount of Grant funds that were provided to Your Organisation for an Activity and subject to the

other Provisions of this Agreement, Your Organisation demonstrates to the Department's reasonable satisfaction that Your Organisation requires some or all of that amount (in addition to the part of the Grant that remains payable for the Activity) to complete the Activity, the Department will repay the required amount to Your Organisation within 10 days after the Department is satisfied that the amount is required.

3.7 Interest and debt

- 3.7.1 In this clause 3.7 [Interest and debt], 'Interest' means interest calculated on a daily compounding basis at the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia).
- 3.7.2 If Your Organisation is required to pay an amount to the Department under a Provision of this Agreement and does not repay that amount in full by the date referred to in that provision, Your Organisation must pay Interest on the outstanding amount until it is paid in full, except to the extent the Department notifies Your Organisation in writing otherwise.
- 3.7.3 Your Organisation acknowledges that any Interest payable under a Provision of this Agreement represents a reasonable and genuine pre-estimate of loss to the Department.
- 3.7.4 Your Organisation must, upon the Department's request, pay an amount owed or payable to the Department, or which the Department is entitled to recover from Your Organisation, under this Agreement without prejudice to any other rights available to the Department (whether under this Agreement or Law) as a debt due by Your Organisation to the Department without further proof of the debt by the Department being necessary.

3.8 Other Contributions

- 3.8.1 Your Organisation must ensure that any Other Contributions specified in the Schedule for an Activity are obtained or provided for that Activity at the times and in the amounts specified in the Schedule. If no times are specified in the Schedule for the provision of an Activity's Other Contributions, Your Organisation must ensure that those Other Contributions are obtained or provided in sufficient time to enable the Activity to be completed in accordance with this Agreement.
- 3.8.2 Your Organisation must use the Other Contributions specified in the Schedule for an Activity for that Activity and in accordance with any Budget set out in Item D of the Schedule for that Activity.
- 3.8.3 If Your Organisation does not obtain or provide an amount of Other Contributions for an Activity by the date specified in the Schedule for that amount, or Your Organisation is otherwise unable to obtain or provide that amount of Other Contributions in time to enable completion of the Activity, then the Department may:

- a. withhold payment of some or all of the Grant funds for that Activity until Your Organisation has obtained or provided that amount of Other Contributions;
- b. reduce the amount of the Grant payable under the Agreement for that Activity; or
- c. terminate the affected Activity or this Agreement in accordance with clause 10.2 [Termination for default].

3.8.4 Subject to the Department notifying Your Organisation otherwise, Your Organisation must notify the Department within 14 days after entering into any arrangement or agreement under which Your Organisation receives, or is entitled to receive, any additional monetary or in-kind contributions for an Activity that are not specified as Other Contributions for that Activity in the Schedule. The notice must include the amount of any such additional contributions and the purpose for which they will be used.

3.8.5 Any additional contributions referred to in clause 3.8.4 that Your Organisation becomes entitled to receive for an Activity constitute Other Contributions for that Activity for the purposes of the Agreement. Consistent with clause 11.1.6, Item D of the Schedule will be deemed to be varied accordingly on the earlier of the date that Your Organisation receives the additional contributions or the date that Your Organisation notifies the Department of those contributions under clause 3.8.4.

3.9 Taxes, duties and government charges

3.9.1 In this clause 3.9 [Taxes, duties and government charges]:

- a. the term 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- b. the terms 'supply', 'supplier', 'taxable supply', 'tax invoice', 'GST', 'input tax credit', 'decreasing adjustment' and 'adjustment note' have the same meaning as given in the GST Act;
- c. the term 'RCTI' means a 'recipient created tax invoice' as defined in the GST Act. For the purpose of this Agreement, an RCTI is a tax invoice belonging to a class of tax invoices that the Australian Commissioner of Taxation has determined in writing may be issued by the receiver of the supply; and
- d. 'receiver of the supply' has the same meaning as the term 'recipient' has in the GST Act.

3.9.2 Your Organisation must 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 clause 3.9 [Taxes, duties and government charges].

3.9.3 If one Party (for the purposes of this clause 3.9 [Taxes, duties and government charges], 'the supplier') makes a taxable supply to the other

Party (for the purposes of this clause 3.9 [Taxes, duties and government charges], the 'receiver of the supply') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice or RCTI, an additional amount to the supplier equal to the GST imposed on the supply in question.

- 3.9.4 Any amount on account of GST that has been included in the consideration for a supply under this Agreement is specified in Items C and/or F of the Schedule.
- 3.9.5 If an amount on account 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.
- 3.9.6 No Party may claim or retain from the other Party any amount in relation to a supply made under this Agreement for which the first Party can obtain an input tax credit or decreasing adjustment.
- 3.9.7 The Parties acknowledge and agree that each Party:
 - a. is registered for GST purposes;
 - b. has quoted its Australian Business Number to the other; and
 - c. must tell the other of any changes to the matters covered by this clause 3.9.7.
- 3.9.8 The Department (as the receiver of the supply) will issue RCTI(s) and any adjustment notes for any taxable supplies Your Organisation makes to the Department under this Agreement within 28 days after the Department determines the value of the taxable supplies in question.
- 3.9.9 Your Organisation must not issue tax invoices or adjustment notes for taxable supplies Your Organisation makes to the Department under this Agreement.
- 3.9.10 Both Parties must comply with the determination scheduled to GST Ruling 2000/10.
- 3.9.11 The Department will not issue RCTI(s) or adjustment notes for taxable supplies Your Organisation makes to the Department under this Agreement at any time that either Party fails to comply with any of the requirements in clauses 3.9.7 to 3.9.10.

4 Parties' relationship and Personnel

4.1 Working with vulnerable persons

- 4.1.1 Your Organisation agrees to comply, and ensure that Your Organisation's Personnel comply, with:
 - a. any obligations under any Laws relating to working or contact with vulnerable persons or police checks; and

- b. any other requirements in the Supplementary Conditions regarding working or contact with vulnerable persons or police checks.

4.2 Subcontractors to be approved

- 4.2.1 Your Organisation must not Subcontract any of Your Organisation's obligations under this Agreement without the Department's prior written approval except to the extent the Schedule otherwise permits.
- 4.2.2 The Department may impose any conditions it considers appropriate when giving its approval under clause 4.2.1, and Your Organisation must comply with those conditions.
- 4.2.3 The Subcontractors, if any, specified or referred to in Item I of the Schedule for an Activity are approved by the Department to undertake the part of the Activity specified in that Item I of the Schedule.
- 4.2.4 If the Department requests, Your Organisation must provide the Department with details of all Subcontractors (and any Sub-subcontractors) engaged in the performance of each Activity.
- 4.2.5 Unless the Department agrees otherwise in writing, where a Subcontractor that is specified or referred to in Item I of the Schedule or is otherwise approved by the Department under this clause 4.2 [Subcontractors to be approved] is unable to perform the Subcontracted work, Your Organisation must notify the Department of this inability no later than 7 days after Your Organisation becomes aware of it. Your Organisation must also notify the Department of any inability of a Sub-subcontractor to perform the part of an Activity that has been Sub-subcontracted to it within 7 days after Your Organisation becomes aware of that inability.
- 4.2.6 The Department may, at any time:
 - a. revoke its approval of a Subcontractor or Sub-subcontractor; and/or
 - b. require Your Organisation to:
 - i. replace a Subcontractor (whether or not the Subcontractor was originally approved by the Department); or
 - ii. require the relevant Subcontractor to arrange for the replacement of a Sub-subcontractor,
 in which case Your Organisation must, at no additional cost to the Department and at the earliest opportunity, secure a suitable replacement Subcontractor or require the Subcontractor to arrange for a suitable replacement Sub-subcontractor. The replacement Subcontractor or Sub-subcontractor must be a person acceptable to the Department, except to the extent the Schedule specifies or the Department agrees otherwise in writing.
- 4.2.7 If Your Organisation does not comply with Your Organisation's obligations under clause 4.2.6, the Department may terminate the affected Activity or this Agreement in accordance with clause 10.2 [Termination for default].

4.2.8 Your Organisation must:

- a. have a Subcontract with each Subcontractor; and
- b. ensure in respect of all of Your Organisation's Subcontracts (including any that the Department was not required to approve under clause 4.2.1) that:
 - i. each Subcontract gives effect to, and is not inconsistent with, Your Organisation's obligations and the Department's rights under this Agreement;
 - ii. without limiting the operation of clause 4.2.8.b.i, each Subcontract contains a right of termination to take account of the Department's rights of termination and reduction under clause 10 [Termination] and Your Organisation must, where the Department considers appropriate, make use of that right in the event of a termination or reduction in scope of an Activity or this Agreement;
 - iii. each Subcontractor has the necessary relevant expertise and the appropriate types and amounts of insurance to perform the work it is engaged by Your Organisation to perform;
 - iv. each Subcontractor is prohibited under its Subcontract with Your Organisation from any further subcontracting in respect of an Activity (whether by it or a Sub-subcontractor) without the Department's prior written consent, which the Department may give subject to any conditions it considers appropriate; and
 - v. each Subcontract requires the Subcontractor to acknowledge that it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976* (Cth) and subject to investigation by the Ombudsman under that Act. The Department will not be liable for the cost of any such investigation by the Ombudsman,

except to the extent that the Department has agreed in writing otherwise.

4.2.9 If the Department requests a copy of a Subcontract or a Sub-subcontract, Your Organisation must provide a copy of the Subcontract or Sub-subcontract to the Department within 7 days after the Department's request and at no additional expense to the Department.

4.2.10 If the Department consents to the engagement of a Sub-subcontractor under clause 4.2.8.b.iv, Your Organisation must ensure that the Sub-subcontract with that Sub-subcontractor imposes requirements on that Sub-subcontractor that are substantially the same as those imposed on a Subcontractor under clause 4.2.8. For this purpose, references in clause 4.2.8 to:

- a. 'Your Organisation' are to be read as references to the entity engaging the Sub-subcontractor;

- b. 'Subcontractor' are to be read as references to the Sub-subcontractor being engaged; and
- c. 'Subcontract' are to be read as references to the Sub-subcontract under which the Sub-subcontractor is being engaged.

4.2.11 Your Organisation must not enter into a Subcontract under this Agreement with a Subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

4.3 Your Organisation's Personnel and Specified Personnel

4.3.1 Your Organisation agrees that the Specified Personnel listed in Item J of the Schedule for an Activity will perform the work in relation to the Activity as specified in this Agreement, including Item J of the Schedule.

4.3.2 If:

- a. Your Organisation receives a notice from the Department requesting Your Organisation remove a natural person who is a member of Your Organisation's Personnel (including Specified Personnel) from an Activity or Your Organisation and the Parties have first discussed (or the Department has first made a reasonable attempt to discuss with Your Organisation) the removal of that person from that Activity or Your Organisation; or
- b. any Specified Personnel are unable to undertake work in respect of an Activity as required under this Agreement,

Your Organisation must remove that person as requested by the Department, or notify the Department of that inability, within 7 days after Your Organisation receives that notice or becomes aware of that inability. Your Organisation must then replace that person with another natural person who is a member of Your Organisation's Personnel, and who is acceptable to the Department, at no additional cost to the Department and within 7 days after:

- c. in the case of clause 4.3.2.a - Your Organisation's receipt of the notice; and
- d. in the case of clause 4.3.2.b - Your Organisation's notice to the Department.

4.3.3 If Your Organisation does not comply with clause 4.3.2, the Department may terminate the affected Activity or this Agreement in accordance with clause 10.2 [Termination for default].

4.4 Relationship of the Parties

4.4.1 This Agreement does not make Your Organisation the Commonwealth's employee, partner or agent.

4.4.2 This Agreement does not give Your Organisation any power or authority to bind or represent the Commonwealth in any way or for any purpose. Your

Organisation must not, and must ensure that Your Organisation's Personnel do not, misrepresent themselves, as being the Commonwealth's officer, employee, partner or agent, or as otherwise able to bind or represent the Commonwealth.

4.5 Notices

4.5.1 A Party ('First Party') notifying, or giving notice, to the other Party under this Agreement must do so in writing and that notice must be:

- a. hand delivered or sent by pre-paid post, facsimile or email to the other Party's address specified in Item L of the Schedule (or any other address which that other Party has most recently notified to the First Party); and
- b. marked for the attention of the other Party's contact officer specified in Item L of the Schedule (or any other contact officer which that other Party has most recently notified to the First Party).

4.5.2 A notice given in accordance with clause 4.5.1 is received:

- a. if hand delivered, on delivery to the relevant address;
- b. if sent by pre-paid post, on delivery to the relevant address; or
- c. if sent by email or facsimile, when received by the addressee or when the sender's computer or facsimile machine generates written notification that the notice has been received by the addressee, whichever is earlier.

4.6 No restriction on advocacy activities

4.6.1 The Department confirms that, subject to this clause 4.6 [No restriction on advocacy activities]:

- a. no right or obligation arising under this Agreement should be interpreted as restricting or preventing Your Organisation's or Your Organisation's Personnel's ability to comment on, advocate support for or oppose change to any matter established by a Law, policy or practice of the Commonwealth; and
- b. the Department does not require Your Organisation to obtain advance approval from the Department of any involvement by Your Organisation or Your Organisation's Personnel in any of the activities referred to in clause 4.6.1.a.

4.6.2 Nothing in this clause 4.6 [No restriction on advocacy activities] limits or derogates from Your Organisation's obligations arising under this Agreement or otherwise to not disclose 'confidential information' as defined in the *Not-for-profit Sector Freedom to Advocate Act 2013* (Cth) or 'personal information' as defined in the *Privacy Act 1988* (Cth).

4.7 Work health and safety

4.7.1 Without limiting clause 2.1.1, Your Organisation must:

- a. ensure that the work conducted by Your Organisation and any of Your Organisation's Personnel in respect of this Agreement complies with all applicable legislative requirements, standards and policies and requirements of this Agreement that relate to the health and safety of any person; and
- b. comply with obligations under applicable WHS Law and must ensure, so far as is reasonably practicable, that officers (as defined under applicable WHS Law) and workers also comply with their obligations under the WHS. This paragraph b is not limited by paragraph a.

4.7.2 In this clause 4.7 [Work health and safety]:

- a. 'WHS Act' means the *Work Health and Safety Act 2011* (Cth);
- b. 'WHS Law' means the WHS Act and any 'corresponding work health and safety law' as defined in section 4 of the WHS Act; and
- c. a word or expression that is:
 - i. used or defined in the applicable WHS Law; and
 - ii. not otherwise defined in this clause 4.7 [Work health and safety] or elsewhere in this Agreement,

has, for the purpose of this clause 4.7 [Work health and safety], the meaning given to it under the applicable WHS Law.

5 Assets

5.1 Assets

5.1.1 Your Organisation may only use an amount of the Grant funds provided for an Activity to Acquire an Asset for that Activity if:

- a. that Asset is specified for that Activity in Item H of the Schedule; or
- b. the Department has given its prior written consent to Your Organisation using that amount of the Grant funds for the Acquisition of that specific Asset. Any such consent may be given by the Department subject to any conditions it considers appropriate.

5.1.2 If the Commonwealth owns the Asset, Your Organisation may only deal with the Asset as directed by the Department (and clauses 5.1.5 and 5.1.7 to 5.1.9 do not apply to the Asset) except to the extent that the Department has agreed in writing otherwise.

5.1.3 If a third party owns the Asset, Your Organisation must ensure that the terms of the lease, hire or other arrangement for the Asset are consistent with clause 5.1.4 and clauses 5.1.7 to 5.1.9 do not apply to the Asset.

- 5.1.4 In respect of each Asset for an Activity, for the duration of the relevant Activity Period Your Organisation must:
- a. use the Asset for the purposes of the Activity and in accordance with this Agreement;
 - b. not encumber or Dispose of the Asset (or otherwise deal with the Asset inconsistently with this clause 5 [Assets]) without the Department's prior written approval;
 - c. hold the Asset securely and safeguard it against theft, loss, damage or unauthorised use;
 - d. maintain the Asset in good working order;
 - e. maintain insurance for the Asset to its full replacement cost noting the Department's interest, if any, in the Asset under this Agreement;
 - f. maintain any registration or licensing of the Asset required by Law;
 - g. be responsible for, and bear all risks relating to, the use or Disposal of the Asset (where the Asset is not subject to clause 5.1.3 and noting the Disposal must be approved by the Department);
 - h. comply with the terms of any lease, hire or other agreement relating to the Asset; and
 - i. include the Asset in a register of Assets in the form of and containing the details described in Item H of the Schedule and provide that register to the Department within 7 days after a request from the Department to do so.
- 5.1.5 If Your Organisation Disposes of an Activity's Asset during its Activity Period, the greater of the following proportions form part of the Grant funds for the Activity and must be used to perform the Activity:
- a. the proportion of the sale proceeds for the Asset; or
 - b. the proportion of the Undepreciated value of the Asset,
- that is equivalent to the proportion of the cost of the Asset that was paid for with the Grant or Other Departmental Monies.
- 5.1.6 If, during the Activity Period for an Activity, an Asset for that Activity is lost, damaged or destroyed Your Organisation must promptly:
- a. advise the Department of the loss, damage or destruction of the Asset; and
 - b. reinstate, or seek the reinstatement of, the Asset, including from the proceeds of insurance, except to the extent the Department notifies Your Organisation otherwise,
- and this clause 5 [Assets] continues to apply to the reinstated Assets.
- 5.1.7 On:

- a. expiry of the Activity Period for an Activity; or
- b. the earlier termination of that Activity or this Agreement,

the Department may, by notice, require Your Organisation to deal with one or more of the Activity's Assets as the Department may, at its sole discretion, direct. This may involve Your Organisation transferring an Asset to a third party.

5.1.8 Subject to clause 5.1.7, if on expiry of the Activity Period for an Activity, or the earlier termination of that Activity or this Agreement, an Asset for that Activity has not been fully depreciated, the Department may, by written notice, require Your Organisation to:

- a. pay to the Department within 30 days after the Activity End Date for that Activity, an amount equal to the proportion of the Undepreciated value of the Asset that is equivalent to the proportion of the Asset's cost that was paid for with the Grant or Other Departmental Monies;
- b. sell the Asset at a public auction, or for market value using an arms-length process, and pay to the Department within 30 days after the Asset's sale, an amount equal to the proportion of the sale proceeds (minus an amount equal to the reasonable Disposal costs for the Asset) that is equivalent to the proportion of the Asset's cost that was paid for with the Grant or Other Departmental Monies;
- c. continue to use the Asset, or the amount specified in clause 5.1.8.a or 5.1.8.b, for a purpose approved in writing by the Department and subject to any conditions imposed by the Department; and/or
- d. transfer the Asset to a third party for that third party to use the asset for a purpose approved in writing by the Department and subject to any conditions imposed by the Department.

5.1.9 Amounts payable to the Department under clause 5.1.8 form part of the Grant for the relevant Activity and are recoverable as such.

6 Access to premises and information

6.1 Access to premises and Material

6.1.1 Subject to clause 6.1.3, Your Organisation must allow access by:

- a. the Department;
- b. the Auditor-General;
- c. any person appointed under Commonwealth legislation to perform information management, privacy or freedom of information functions in relation to the Government;
- d. the Commonwealth Ombudsman; and
- e. any person authorised by a person described in clause 6.1.1.a to 6.1.1.d,

to sites or premises at which records and Materials associated with this Agreement are stored or work related to an Activity is undertaken.

6.1.2 Subject to clause 6.1.3, Your Organisation must arrange for the persons listed in clause 6.1.1 to:

- a. inspect and copy Materials in Your Organisation's possession or control; and
- b. access any Assets and Your Organisation's Personnel, wherever they may be located,

for purposes associated with this Agreement or any review of Your Organisation's performance of this Agreement.

6.1.3 The rights referred to in clauses 6.1.1 and 6.1.2 are, wherever practicable, subject to:

- a. the Department providing Your Organisation (or, where applicable, a Subcontractor or Sub-subcontractor) with 3 business days' prior notice (or, if a longer period of notice is agreed in writing by the Department, that longer period of notice); and
- b. Your Organisation's (or, where applicable, a Subcontractor's or Sub-subcontractor's) reasonable security procedures,

except where a person listed in clause 6.1.1 or his or her delegate believes that the Activity poses a risk to the safety, health or well-being of any person or there is a suspected or actual breach of Law.

6.1.4 Nothing in this Agreement limits or restricts in any way any duly authorised function, power, right or entitlement of the persons listed in clause 6.1.1 or their respective delegates.

6.2 Access to documents

6.2.1 In this clause 6.2 [Access to documents], 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

6.2.2 This clause 6.2 [Access to documents] only applies to the Agreement if it is a 'Commonwealth contract' as defined in the *Freedom of Information Act 1982* (Cth).

6.2.3 Where the Commonwealth has received a request for access to a document created by or in the possession of Your Organisation, a Subcontractor or a Sub-subcontractor that relates to the performance of this Agreement (and not to the entry into this Agreement), the Department may at any time by notice require Your Organisation to provide, or arrange for the provision of, the document to the Department and Your Organisation must, at no additional cost to the Commonwealth, promptly comply with the notice.

- 6.2.4 Your Organisation must include in any Subcontract relating to the performance of this Agreement, and ensure that any Sub-subcontract contains, provisions that enable Your Organisation to comply with Your Organisation's obligations under this clause 6.2 [Access to documents].

7 Intellectual Property

7.1 Activity Material

- 7.1.1 Subject to this clause 7 [Intellectual Property], as between the Commonwealth and Your Organisation, Intellectual Property rights in the Activity Material vest, or will vest upon creation, in Your Organisation.
- 7.1.2 Your Organisation grants to (or must procure for) the Commonwealth a perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, adapt, publish, perform, broadcast, communicate and exploit the Activity Material for any purpose.
- 7.1.3 Your Organisation agrees that the licence granted in clause 7.1.2 includes a right for the Commonwealth to license the Activity Material in respect of an Activity to the public under an Open Access Licence, except to the extent otherwise specified in Item B of the Schedule in respect of that Activity.

7.2 Existing Material

- 7.2.1 Clause 7.1.1 does not affect the ownership of Intellectual Property rights in any Existing Material. However, Your Organisation grants (or must procure for) the Commonwealth, a perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, adapt, publish, perform, broadcast, communicate and exploit the Existing Material for an Activity as part of, or in conjunction with, the Activity Material for that Activity.
- 7.2.2 Your Organisation agrees that the licence granted in clause 7.2.1 includes a right for the Commonwealth to license the Existing Material for an Activity to the public under an Open Access Licence as part of, or in conjunction with, the Activity Material for that Activity, except to the extent otherwise specified in Item B of the Schedule in respect of that Activity.

7.3 Intellectual Property warranties

- 7.3.1 Your Organisation represents and warrants that the following will not infringe the Intellectual Property rights of any person:
- a. Your Organisation's performance of Your Organisation obligations under this Agreement; and
 - b. the Commonwealth's use of Activity Material and Existing Material in accordance with the licences granted or procured by Your Organisation under this clause 7 [Intellectual Property].

- 7.3.2 If the Department requires, Your Organisation must bring into existence, sign or otherwise deal with any document which the Department considers is necessary or desirable to give effect to this clause 7 [Intellectual Property].

7.4 Moral Rights

- 7.4.1 Your Organisation must obtain from each author of Activity Material and Existing Material a written consent which extends directly or indirectly to the performance of the Specified Acts by the Commonwealth or any person claiming under or through the Commonwealth (whether occurring before or after the consent is given) and, Your Organisation must upon request, provide the executed original of any such consent to the Department.

7.5 Commonwealth Material

- 7.5.1 The Commonwealth owns:
- a. the Intellectual Property rights in the Commonwealth Material provided for the Activity; and
 - b. the original and all copies of the Commonwealth Material, except as otherwise specified in Item B of the Schedule for an Activity.
- 7.5.2 Except as otherwise specified in Item B of the Schedule for an Activity, the Commonwealth grants to Your Organisation a royalty-free and licence fee-free, worldwide, non-exclusive licence (including a limited right to sub-license a Department approved Subcontractor or Sub-subcontractor) to use, reproduce, modify, adapt and communicate the Commonwealth Material provided for that Activity solely for the purpose of performing that Activity in accordance with this Agreement.
- 7.5.3 Your Organisation must use the Commonwealth Material strictly in accordance with any conditions or restrictions notified to Your Organisation by the Department.
- 7.5.4 Your Organisation must keep safe all Commonwealth Material in Your Organisation's custody or control and accept all risks relating to that Material.

8 Confidentiality

8.1 Confidential Information not to be disclosed

- 8.1.1 Subject to clause 8.2.1, a Party must not disclose Confidential Information of the other Party to a third party, without the prior written consent of that other Party, who may give that consent subject to conditions.

8.2 Exceptions to non-disclosure

- 8.2.1 A Party can disclose Confidential Information of the other Party to the extent that it:

- a. is disclosed by the Party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- b. is disclosed by the Party to its internal management Personnel, solely to enable effective management or auditing of Agreement-related activities;
- c. is disclosed by the Party to the Party's Minister;
- d. is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e. if Your Organisation is another Commonwealth entity, is disclosed by Your Organisation in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- f. if Your Organisation is a State or Territory agency, is disclosed by Your Organisation in response to a request by a House or a Committee of the Parliament of Your Organisation's State or Territory;
- g. is shared by the Department within the Commonwealth, or with another Government Agency, where this serves the Commonwealth's or the Government Agency's legitimate interests;
- h. is authorised or required by Law to be disclosed;
- i. is disclosed by the Department in order to protect the health or safety of any person; or
- j. is in the public domain otherwise than due to a breach of this clause 8 [Confidentiality].

8.2.2 Where a Party discloses Confidential Information to another person under clauses 8.2.1.a to 8.2.1.g and 8.2.1.i, the disclosing Party must notify the receiving person that the information is confidential.

8.2.3 In the circumstances referred to in clauses 8.2.1.a and 8.2.1.b, the disclosing Party agrees not to provide the information unless the receiving person agrees to keep the information confidential (subject to the exceptions in this clause 8 [Confidentiality]).

8.3 Security of Commonwealth's Confidential Information

8.3.1 Your Organisation agrees to secure all of the Commonwealth's Confidential Information against loss and unauthorised access, use, modification or disclosure.

8.4 Written undertakings

8.4.1 Your Organisation must, on request by the Department at any time, arrange for:

- a. Your Organisation's Personnel; or
- b. any person (other than the Parties) who has a legal or equitable right, interest, power or remedy in connection with the Agreement,

to give a written undertaking in a form acceptable to the Department relating to the use and non-disclosure of the Commonwealth's Confidential Information.

8.5 Period of confidentiality

8.5.1 The obligations under this clause 8 [Confidentiality] will continue, notwithstanding the expiry or termination of an Activity or this Agreement:

- a. in relation to an item of information described in Item K of the Schedule – for the period set out in respect of that item, and if no such period is specified, in perpetuity;
- b. subject to clause 8.5.1.c, in relation to any item of information agreed by the Parties to be Confidential Information and not described in Item K of the Schedule – for the period agreed by the Parties in writing in respect of that item, and if no such period is agreed by the Parties, in perpetuity; and
- c. in relation to Secret and Sacred Material, in perpetuity.

8.5.2 The obligations contained in this clause 8 [Confidentiality] are in addition to those specified in clause 6.2 [Access to documents] and clause 2.9 [Protection of Personal Information].

9 Risk Management

9.1 Proportionate liability regime

9.1.1 To the extent permitted by Law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against Your Organisation under or in connection with this Agreement.

9.2 Indemnity

9.2.1 Your Organisation indemnifies the Commonwealth and the Commonwealth's Personnel from and against any:

- a. loss or liability incurred by the Commonwealth or its Personnel;
- b. loss of or damage to property of the Commonwealth or its Personnel; or
- c. loss or expense incurred by the Commonwealth or its Personnel in dealing with any claim against it or them including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,

arising from:

- d. any breach of Your Organisation's obligations or warranties in this Agreement;
- e. any act or omission by Your Organisation or Your Organisation's Personnel in connection with this Agreement, where there was fault

(including any negligent or other tortious or unlawful act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense;

- f. Your Organisation or Your Organisation's Personnel's acquisition or use of the Assets, land, building or other real property, the Activity Material and/or the Existing Material; or
- g. the use by the Commonwealth or its Personnel of the Activity Material or Existing Material in accordance with this Agreement, and/or any claim by a third party relating to any ownership or right to use Intellectual Property rights or Moral Rights in the Activity Material or Existing Material.

9.2.2 Your Organisation's liability to indemnify the Commonwealth and the Commonwealth's Personnel under clause 9.2.1 will be reduced proportionately to the extent that any negligent or other tortious or unlawful act or omission of the Commonwealth or its Personnel contributed to the relevant liability, loss, damage or expense.

9.2.3 The right of the Commonwealth or its Personnel to be indemnified under clause 9.2.1:

- a. is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
- b. does not entitle the Commonwealth or its Personnel to be compensated in excess of the amount of the relevant liability, loss, damage or expense.

9.3 Insurance

9.3.1 Your Organisation must take out and maintain for the period specified in clause 9.3.2 or 9.3.3 as applicable, all types and amounts of insurance necessary to cover Your Organisation's obligations in relation to an Activity under this Agreement (including those which survive the expiration or earlier termination of this Agreement), including the types and amounts of insurance specified in Item G of the Schedule, or the Supplementary Conditions, in respect of the Activity.

9.3.2 If Your Organisation takes out a 'claims made policy', which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, Your Organisation must maintain the policy during the Term of this Agreement and a policy in like terms for 7 years, plus any longer period specified in Item G for the relevant Activity, after the expiry or early termination of this Agreement.

9.3.3 If Your Organisation takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of the event can occur at any time subsequently, Your Organisation must maintain the policy throughout the Term of this Agreement.

- 9.3.4 Your Organisation must, within 7 days after a request from the Department, provide the Department with any relevant certificates of currency for inspection.

9.4 Conflicts

- 9.4.1 Your Organisation warrants that, to the best of Your Organisation's knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in Your Organisation, or Your Organisation's Personnel's, performance of this Agreement.
- 9.4.2 If, during the Term of this Agreement, a Conflict arises, or appears likely to arise, in respect of Your Organisation or any of Your Organisation's Personnel, Your Organisation must:
- a. immediately notify the Department of the Conflict making a full disclosure of all relevant information relating to the Conflict and setting out the steps Your Organisation proposes that Your Organisation or Your Organisation's Personnel will take to resolve or otherwise deal with the Conflict; and
 - b. take such steps as have been proposed by Your Organisation, or at the discretion of the Department, take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 9.4.3 If Your Organisation fails to notify the Department as required under clause 9.4.2, or is unable or unwilling to resolve or deal with the Conflict as required, the Department may terminate the relevant Activity or this Agreement in accordance with clause 10.2 [Termination for default].
- 9.4.4 Your Organisation must not, and will use Your Organisation's best endeavours to ensure that any of Your Organisation's Personnel do not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict Your Organisation or Your Organisation's Personnel in performing each Activity fairly and independently.

9.5 Related Parties

- 9.5.1 For the purpose of this clause 9.5 [Related Parties], a 'Related Party' is:
- a. an entity that controls or has significant influence over Your Organisation at any time;
 - b. an entity that Your Organisation controls or has significant influence over at any time, including Your Organisation's subsidiary;
 - c. a person who is a member of Your Organisation's board or governing body;
 - d. a member of the board of an entity referred to in clause 9.5.1.a or 9.5.1.b;

- e. a member of Your Organisation's Personnel, other than in their capacity as an employee; or
 - f. a spouse or immediate family member of:
 - i. a member of Your Organisation's Personnel; or
 - ii. a person specified in clause 9.5.1.c or 9.5.1.d, who is not themselves an employee of Your Organisation.
- 9.5.2 Apart from reimbursing Your Organisation's employee or board member for their travel expenditure incurred in accordance with clause 3.3.2, Your Organisation must not pay any part of the Grant funds, or transfer any Asset, to a Related Party without the Department's prior written consent.
- 9.5.3 To request the Department's consent, Your Organisation must provide it with a written notice setting out:
- a. the relevant Activity;
 - b. the amount of Grant funds that Your Organisation proposes to pay to the Related Party and how this amount was determined;
 - c. Your Organisation's relationship with the Related Party;
 - d. a complete description of the part of the Activity that Your Organisation expects the Related Party to perform; and
 - e. the reason(s) why it is necessary to pay the Grant funds to the Related Party for that part of the Activity.
- 9.5.4 If the Department receives a request under clause 9.5.3, it may:
- a. request further information from Your Organisation, and Your Organisation must provide the requested information within 7 days of receiving the request; and
 - b. consent, or not consent, to Your Organisation making the payment to the Related Party. Any consent may be given by the Department on any terms or conditions that it thinks fit, and Your Organisation must comply with those terms and conditions.

9.6 Your Organisation's warranties, representations and undertakings

- 9.6.1 Your Organisation represents and warrants to the Department that:
- a. where Your Organisation is a corporation it is duly incorporated;
 - b. Your Organisation has full power and authority to enter into, perform and comply with Your Organisation's obligations under this Agreement;
 - c. Your Organisation has duly and validly authorised the execution, delivery and performance of this Agreement;
 - d. Your Organisation's execution of, and compliance with, this Agreement does not and will not contravene any Law, any of Your Organisation's

constituent documents or any other agreement or arrangement to which Your Organisation is a party;

- e. at the date of signing this Agreement Your Organisation is not bankrupt, insolvent or in the process of being wound up;
- f. unless otherwise disclosed in this Agreement, Your Organisation is not entering into this Agreement as trustee of any trust or settlement;
- g. Your Organisation has not made any false declaration in respect of any current or past dealings with the Commonwealth or any Government Agency, including in any tender or application process or in any agreement;
- h. Your Organisation has, and will continue to have and to use, the skills, qualifications and experience, to deliver each Activity in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with this Agreement;
- i. Your Organisation has the necessary resources, including financial resources, to deliver each Activity and will use those resources to deliver each Activity;
- j. the recruitment and management of Personnel that Your Organisation employs or engages with the use of the Grant funds will be fair, open, and based on merit;
- k. Your Organisation will, as soon as practicable, notify and fully disclose to the Department if:
 - i. a termination event specified in clause 10.2 [Termination for default] has occurred or is likely to occur;
 - ii. Your Organisation seeks, or proposes to seek, expert advice to address or avoid significant governance, management or financial issues; or
 - iii. proceedings are taking place, are pending, or are threatened against Your Organisation which could have an adverse effect upon Your Organisation's reputation or upon Your Organisation's capacity to perform Your Organisation's obligations under this Agreement.

9.6.2 Your Organisation acknowledges that the Department, in entering into this Agreement, is relying on the warranties and representations contained in this clause 9.6 [Your Organisation's warranties, representations and undertakings]. Your Organisation agrees that the warranties and representations contained in this clause 9.6 [Your Organisation's warranties, representations and undertakings] are deemed to be repeated by Your Organisation each time a Grant payment is made under this Agreement.

9.6.3 Your Organisation:

- a. acknowledges that it has been chosen to carry out the Activity in an area of expertise that is outside those of the Department; and

- b. represents to the Department that it has the necessary knowledge and expertise to carry out the Activity,

and the Department relies on Your Organisation's representation that it is an expert and the Department has engaged Your Organisation to carry out the Activity on that basis.

10 Termination and disputes

10.1 Termination or reduction in scope for convenience

- 10.1.1 The Department may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Agreement (including by reducing or terminating one or more Activities) immediately.
- 10.1.2 Your Organisation must, on receipt of a notice of termination or reduction issued under clause 10.1.1:
 - a. stop or reduce the performance of Your Organisation's obligations as specified in the notice;
 - b. take all available steps to minimise the losses, costs and expenses resulting from that termination or reduction;
 - c. continue performing any Activity, or any part of an Activity, not affected by the notice, except to the extent the Department notifies Your Organisation otherwise; and
 - d. immediately return to the Department, or comply with the Department's directions regarding, the part of the Grant funds specified in clause 10.1.5.
- 10.1.3 In the event of a termination under clause 10.1.1, the Commonwealth will be liable only:
 - a. to make a Grant payment that was due and payable to Your Organisation under this Agreement prior to the date of the notice of termination; and
 - b. to reimburse any reasonable expenses that Your Organisation unavoidably incurs that relate directly and entirely to the termination of the Agreement and are not covered by clause 10.1.3.a.
- 10.1.4 The Commonwealth will not be liable to pay, in respect of an Activity, amounts under clause 10.1.3 which would, added to any Grant funds already provided to Your Organisation under this Agreement for that Activity, together exceed the total amount of the Grant set out in Item C of the Schedule for that Activity.
- 10.1.5 In the event of termination under clause 10.1.1, the Department is entitled to recover from Your Organisation (or direct the use of) any part of the Grant funds provided for an Activity which:

- a. has not been spent or Committed by Your Organisation as at the date that the notice of termination is received; or
- b. has, in the Department's opinion, been spent or Committed by Your Organisation other than for that Activity and in accordance with this Agreement.

10.1.6 In the event of a reduction in the scope of the Agreement under clause 10.1.1:

- a. the Department is entitled to recover any Grant funds that:
 - i. have been provided to Your Organisation for an Activity (or part thereof) that has been removed by the reduction in scope; and
 - ii. have not been spent or Committed for that Activity in accordance with the Agreement as at the date that notice of reduction is received; and
- b. the Commonwealth's liability to pay any part of the Grant funds for an Activity will, except to the extent the Parties agree in writing otherwise, reduce in accordance with the reduction in, or termination of, the Activity resulting from that reduction in scope.

10.1.7 The Commonwealth's liability to pay any compensation under clause 10.1.3.b is subject to:

- a. Your Organisation's strict compliance with this clause 10.1 [Termination or reduction in scope for convenience]; and
- b. Your Organisation's substantiation of any amount claimed under clause 10.1.3.b.

10.1.8 Your Organisation will not be entitled to compensation for loss of prospective profits or loss of any benefits that would have been conferred on Your Organisation if the termination or reduction had not occurred.

10.1.9 This clause 10.1 [Termination or reduction in scope for convenience] does not affect the Commonwealth's other rights under this Agreement or otherwise at Law.

10.2 Termination for default

10.2.1 The Department may:

- a. terminate this Agreement immediately by notice to Your Organisation if any of the termination events specified in clause 10.2.2 occur; or
- b. at its sole discretion, choose to immediately terminate one or more of the Activities affected by a termination event specified in clause 10.2.2 instead of terminating the entire Agreement.

10.2.2 For the purposes of clause 10.2.1, the termination events are:

- a. Your Organisation breaches any Provision of this Agreement and the Department considers that the breach cannot be rectified;

- b. Your Organisation breaches any Provision of this Agreement and does not rectify the breach within 14 days after receipt of the Department's notice to do so;
- c. the Department considers that its decision to approve the Grant for an Activity was affected by a statement in Your Organisation's Grant application that was incorrect, incomplete, false or misleading;
- d. the Department is satisfied on reasonable grounds that Your Organisation is unable or unwilling to satisfy the terms of this Agreement;
- e. Your Organisation:
 - i. fails to submit a Report in the form, and containing the information, required by this Agreement; or
 - ii. submits a Report that is incomplete or that the Department, acting reasonably, considers is inadequate;
 and Your Organisation fails to rectify this within 14 days of being notified to do so by the Department;
- f. Your Organisation comes under a form of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in legislation of the States and Territories pertaining to local governments or to incorporated associations or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or has an order made against Your Organisation for the purpose of placing Your Organisation under external administration;
- g. Your Organisation is unable to pay all Your Organisation's debts as and when they become payable or Your Organisation fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
- h. proceedings are initiated with a view to obtaining an order for winding Your Organisation up, or any shareholder, member or director convenes a meeting for the purpose of considering or passing any resolution for winding Your Organisation up;
 - i. if Your Organisation is a local government organisation, the relevant State Government takes action to cease Your Organisation's operations and/or to amalgamate them with the operations of another local government organisation;
- j. Your Organisation becomes bankrupt or enters into a scheme of arrangement with creditors;
- k. anything analogous to, or of a similar effect to, anything described in clauses 10.2.2.f to 10.2.2.j occurs in respect of Your Organisation;
- l. another Provision of this Agreement allows for termination under this clause 10.2 [Termination for default];

- m. Your Organisation has breached a provision of another arrangement or agreement with the Commonwealth and that breach allows the Commonwealth to terminate that other arrangement or agreement;
- n. the Department considers that an Activity poses a threat to the health, safety or well-being of any person; or
- o. in respect of an Activity, the Department considers that Your Organisation's purposes and activities are no longer compatible with the Aim of the Activity or the Programme's Objectives.

10.2.3 If the Department terminates an Activity, but not the entire Agreement under this clause 10.2 [Termination for default], the Commonwealth:

- a. will not be liable to make any further payments to Your Organisation in respect of that Activity; and
- b. will be entitled to recover from Your Organisation any part of the Grant funds provided to Your Organisation for that Activity which:
 - i. is not spent or due and payable by Your Organisation as at the date that the notice of termination is received; or
 - ii. has, in the Department's opinion, been spent or is due and payable by Your Organisation other than for that Activity and in accordance with this Agreement.

10.2.4 If the Department terminates this Agreement under this clause 10.2 [Termination for default], the Commonwealth:

- a. will not be liable to make any further payments to Your Organisation in respect of this Agreement; and
- b. will be entitled to recover from Your Organisation any part of the Grant funds provided to Your Organisation for an Activity which:
 - i. is not spent or due and payable by Your Organisation as at the date that the notice of termination is received; or
 - ii. has, in the Department's opinion, been spent or is due and payable by Your Organisation other than for that Activity and in accordance with this Agreement.

10.2.5 On termination of an Activity or this Agreement under this clause 10 [Termination and disputes], Your Organisation must hold the Grant funds provided for that Activity or under this Agreement (whichever applies) in utmost good faith for use only in accordance with the directions of the Department and Your Organisation must cease all other dealings with those Grant funds.

10.2.6 If a purported termination by the Department under this clause 10.2 [Termination for default] is determined by a competent authority not to be a proper termination under this clause 10.2 [Termination for default], then that termination by the Department will be deemed to be a termination for

convenience under clause 10.1 [Termination or reduction in scope for convenience] with effect from the date of the notice of termination referred to in this clause 10.2 [Termination for default].

- 10.2.7 This clause 10.2 [Termination for default] does not affect the Commonwealth's other rights under this Agreement or otherwise at Law.

10.3 Procedure for dispute resolution

- 10.3.1 Except for the circumstances set out in clause 10.3.2, a Party must not commence any legal proceedings in respect of any dispute arising under this Agreement until the following procedure has been followed:

- a. the Party claiming that there is a dispute will send the other Party a notice setting out the nature of the dispute;
- b. the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
- c. if:
 - i. there is no resolution of the dispute within 30 days (or such other period as agreed in writing by the Parties) from the date of receipt of the notice referred to in clause 10.3.1.a;
 - ii. there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure within 30 days (or such other period as agreed in writing by the Parties) from the date of receipt of the notice referred to in clause 10.3.1.a; or
 - iii. the Parties agree, within 30 days (or such other period as agreed in writing by the Parties) from the date of receipt of the notice referred to in clause 10.3.1.a, to submit to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 30 days of that submission, or such extended time as the Parties may agree in writing before the expiration of the 30 days,

then, either Party may commence legal proceedings.

- 10.3.2 Clause 10.3.1 does not apply to the following circumstances:

- a. either Party commences legal proceedings for urgent interlocutory relief;
- b. action is taken by the Department under, or purportedly under clauses 3.2 [Department's rights to withhold or reduce the Grant funds], 3.3 [Your Organisation's use of the Grant funds], 3.6 [Unspent or misspent Grant funds], 3.7 [Interest and debt], 6.1 [Access to premises and Material], 10.1 [Termination or reduction in scope for convenience] or 10.2 [Termination for default]; or

- c. an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the Law by Your Organisation.
- 10.3.3 Each Party will bear its own costs of complying with this clause 10.3 [Procedure for dispute resolution], and the Parties will bear equally the cost of any person engaged under clause 10.3.1.b.
- 10.3.4 Despite the existence of a dispute and subject to clause 10.3.5, both Parties must (except to the extent notified by the other Party not to do so) continue to perform their respective obligations under this Agreement.
- 10.3.5 Clause 10.3.4 does not require the Department to make a Grant payment to Your Organisation during a dispute under this clause 10.3 [Procedure for dispute resolution] except to the extent the Department notifies Your Organisation otherwise.

11 Interpretation

11.1 General interpretation of this Agreement

- 11.1.1 In this Agreement, unless the contrary intention appears:
 - a. words in the singular include the plural and words in the plural include the singular;
 - b. words importing a gender include any other gender;
 - c. the word 'person' includes an individual, partnership and a body (whether corporate or otherwise) and Government Agencies;
 - d. clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - e. all references to dollars are to Australian dollars;
 - f. where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
 - g. an uncertainty or ambiguity in the meaning of a Provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision;
 - h. a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended from time to time;
 - i. a reference to the word 'including' in any form is not to be construed or interpreted as a word of limitation;
 - j. a Provision of this Agreement that provides that it will not apply to the extent that the Department notifies Your Organisation, or agrees in writing otherwise, will also not apply to the extent that an Item of the Schedule or a Supplementary Condition specifies otherwise; and

- k. a reference to a 'clause' is to a clause in this document, a reference to 'Item' is to an Item in the Schedule to this Agreement, and a reference to 'Annexures' or 'Attachments' is a reference to documents attached to the Schedule.
- 11.1.2 If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following order:
 - a. the Supplementary Conditions (if any) in Annexure A to the Schedule;
 - b. the Terms and Conditions;
 - c. the Schedule;
 - d. any Annexures or Attachments to the Schedule other than Annexure A;
 - e. the Covering Letter; and
 - f. any documents incorporated by reference into the above documents.
- 11.1.3 This Agreement is governed by the Law of the Australian Capital Territory and the Parties submit to the jurisdiction of the courts of the Australian Capital Territory.
- 11.1.4 This Agreement:
 - a. records the entire agreement between the Parties about its subject matter; and
 - b. supersedes all prior communications, negotiations and agreements, whether oral or written, between the Parties about that subject matter.
- 11.1.5 This Agreement may only be varied by the signed written agreement of both Parties, subject to clause 11.1.6.
- 11.1.6 Clause 11.1.5 does not apply to a change to the Agreement, or an Activity, resulting from a Party exercising its existing rights under the Agreement.
- 11.1.7 Where Your Organisation is a partnership or unincorporated joint venture comprising two or more persons, any agreement, representation, warranty or indemnity given by Your Organisation binds those persons jointly and severally.
- 11.1.8 If part of this Agreement is found to be invalid, the rest of this Agreement continues in effect as if the invalid part were severed. Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.
- 11.1.9 A waiver of any Provision of this Agreement by a Party must be in writing and signed by that Party to be effective.
- 11.1.10 No waiver of a term or condition of this Agreement will operate as a waiver of another breach of the same, or of any other, term or condition contained in this Agreement.

- 11.1.11 A single or partial exercise by a Party of any of its rights under this Agreement or at Law does not prevent the further exercise of any right.
- 11.1.12 Your Organisation must not assign, novate or transfer Your Organisation's rights or obligations under this Agreement without the Department's prior written approval.
- 11.1.13 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

11.2 Schedule may contain multiple Activities

- 11.2.1 The Schedule may contain one or more Activities for which Grant funds are provided under the Programme.
- 11.2.2 These Terms and Conditions and the Supplementary Conditions apply to each Activity separately, except to the extent the contrary intention appears.
- 11.2.3 If the Parties wish to add an Activity to the Schedule after the Commencement Date, they must sign a variation as specified in clause 11.1.5.

11.3 Survival

- 11.3.1 Neither the termination nor the expiry of an Activity or this Agreement will affect the continued operation of:
 - a. clauses 2.2 [Records] and 2.3 [Reports];
 - b. clauses 2.4 [Provision of information and liaison], 2.5 [Acknowledgement of support], 2.6 [Use of Australian Government logos], 2.7 [Copies of publications], 2.8 [Permission to publicise the Grant], 2.9 [Protection of Personal Information] and 2.10 [Commonwealth collection of Personal Information];
 - c. clauses 3.3.3, 3.3.7, 3.6 [Unspent or misspent Grant funds], 3.7 [Interest and debt] and 3.9 [Taxes, duties and government charges];
 - d. clause 4.1 [Working with vulnerable persons];
 - e. clauses 5.1.7 and 5.1.8;
 - f. clause 6 [Access to premises and Material];
 - g. clause 7 [Intellectual Property];
 - h. clause 8 [Confidentiality];
 - i. clauses 9.1 [Proportionate liability regime], 9.2 [Indemnity] and 9.3 [Insurance];
 - j. clause 10 [Termination];
 - k. this clause 11.3 [Survival]; nor

- l. any other Provision of this Agreement that is, expressly or by implication from its nature, intended to survive the termination or expiry of an Activity and this Agreement.

11.4 Definitions

11.4.1 Unless the contrary intention appears, in this Agreement, a term in bold type in this clause 11.4.1 has the meaning shown opposite it:

Defined term	Meaning of defined term
Activity	means the Activity described in Item B of the Schedule. If more than one Activity is described in Item B, a reference to an Activity is a separate reference to each Activity described in Item B. Each Activity includes the provision of the Activity Material for that Activity;
Activity End Date	means the 'Activity End Date' specified in Item B of the Schedule for an Activity, being the date by which the Activity (other than provision of any Activity Reports due after the Activity End Date) is to be completed;
Activity Material	means, in respect of an Activity, any Material (including any Intellectual Property rights in that Material): - created for the purpose of the Activity (other than any Material that is identified in Item B of the Schedule as not being Activity Material for the Activity); - provided, or required to be provided, to the Department in respect of the Activity (including the Reports and any other Material that is required by Item B of the Schedule to be provided to the Department in respect of the Activity); or - derived at any time from the Material referred to in paragraphs a or b of this definition, but excludes Commonwealth Material;
Activity Period	means the period between the Activity Start Date and the Activity End Date, during which an Activity (other than provision of any Activity Reports due after the Activity End Date) is to be completed;
Activity Start Date	means the 'Activity Start Date' specified in Item B of the Schedule for an Activity, being the date the Activity is to commence;

Defined term	Meaning of defined term
Acquire	in relation to an Asset, includes to create, purchase, lease or hire the Asset (including under a hire-purchase or other arrangement) and 'Acquisition' has a corresponding meaning;
Agreement	means this agreement, which comprises: a. the Covering Letter; b. these Terms and Conditions; c. the Schedule, including any Supplementary Conditions specified in the Schedule; and d. any documents incorporated by reference into these Terms and Conditions or the Schedule, and which is a deed unless the Schedule specifies it is a contract;
Aim of the Activity	means the aim and objectives of an Activity as described in Item B of the Schedule for that Activity;
Asset	means, in respect of an Activity: a. an item of property, which: i. has been Acquired wholly or in part with the Grant funds provided for the Activity; and ii. at the time of its Acquisition, the value of the item is greater than the amount set out in Item H of the Schedule for the Activity, or, if no amount is set out in that Item H, \$10,000 (GST inclusive); b. unless the Parties agree in writing otherwise, an item of property that is in good working order and was created or acquired by Your Organisation under a previous agreement between the Parties for a project that was the same as, or substantially similar to, the Activity; or c. any other item of property that is specified in Item H of the Schedule or in a Supplementary Condition as being an 'Asset' for the purposes of the Activity, but excludes Intellectual Property rights and land, building or other real property;

Defined term	Meaning of defined term
Auditor-General	means the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other entity that may, from time to time, perform the functions of that office;
Australian Accounting Standards	refers to the standards made by the Auditing and Assurance Standards Board created by section 227A of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth);
Australian Privacy Principle	has the meaning given in the <i>Privacy Act 1988</i> (Cth);
Budget	means, in respect of an Activity, the budget (if any) for expenditure of the Grant and Other Contributions for that Activity that is specified in Item D of the Schedule or is otherwise required by a Supplementary Condition or the Schedule to be provided for that Activity;
Commencement Date	means the date on which the Schedule was signed by the last Party to do so;
Committed	means, at a particular date, Grant funds that: a. Your Organisation is contractually and irrevocably obliged to pay to a third party in respect of any part of an Activity; and b. are identified in a written contractual arrangement between Your Organisation and that third party;
Commonwealth	means the Commonwealth of Australia and includes the Department;
Commonwealth Material	means any Material: a. provided by the Department to Your Organisation for the purposes of this Agreement; or b. copied or derived at any time from the Material referred to in paragraph a of this definition, including any Intellectual Property rights in that Material;
Completion Date	means 30 days after Your Organisation has done all that Your Organisation is required to do in respect of each Activity under: a. clause 2.1 [Conduct of the Activity];

Defined term	Meaning of defined term
	b. clause 2.3 [Reports]; and c. clauses 3.6 [Unspent or misspent Grant funds] and 3.7 [Interest and debt] where either clause is invoked by the Department within 60 days after the Activity End Date, to the satisfaction of the Department;
Confidential Information	means information that: a. is described in Item K of the Schedule; b. the Parties agree in writing after the Commencement Date is confidential information for the purposes of this Agreement; or c. is Secret and Sacred Material, excluding any information that the Department has a right to publicise and report on under clause 2.8 [Permission to publicise the Grant];
Conflict	means any matter, circumstance, interest or activity involving or affecting Your Organisation or Your Organisation's Personnel, which may or may appear to impair Your Organisation's ability to perform an Activity diligently, fairly and independently;
Covering Letter	means the letter from the Department that offers Your Organisation the Grant as set out in the Schedule attached to the letter;
Department	means the Australian Government entity specified on the execution page of the Schedule or any other Australian Government entity that is, from time to time, responsible for administering this Agreement and includes the entity's officials and agents;
Dispose	means to sell, license, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use or to enter into an agreement to do any of the preceding acts and 'Disposal' means the method of so disposing;
Existing Material	means, in respect of an Activity, all Material in existence prior to the Activity Start Date for that Activity that is: a. incorporated in;

Defined term	Meaning of defined term
	b. supplied with, or as part of; or c. required to be supplied with, or as part of, the Activity Material for that Activity and also includes: d. any Existing Material specified for the Activity in Item B of the Schedule; and e. any Intellectual Property rights in the above Material, but excludes Commonwealth Material;
Funding	in the Schedule has the same meaning as “Grant” has in this clause 11.4 [Definitions];
Government Agency	means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;
Grant or Grant funds	means, in respect of an Activity: a. the maximum amount of money payable by the Department to Your Organisation under this Agreement for the Activity as specified in Item C and Item F of the Schedule; b. any amount calculated in accordance with clause 5.1.5 in respect of the Activity; c. the amount of any money that Your Organisation received from the Department under a previous agreement between the Parties (‘previous amount’) that has not been repaid to the Department or spent or committed in accordance with that previous agreement or as agreed in writing by the Department (plus the amount of any interest that Your Organisation has earned on the previous amount and would otherwise have been required to repay to the Department under the previous agreement) as specified in Item C of the Schedule for the Activity or which the Department has agreed in writing Your Organisation is to use for the Activity under this Agreement; and d. any other amounts that are required under Item C of the Schedule to be treated as part of

Defined term	Meaning of defined term
	the Grant for the Activity.
Guidelines	means any Programme guidelines, manuals or other documentation referred to in Item A of the Schedule (if any) as they are amended from time to time by the Department;
Intellectual Property	means: a. all copyright (including rights in relation to phonograms, sound recordings and broadcasts); b. all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: d. Moral Rights; or e. rights in relation to Confidential Information;
Law	means all applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in Australia, whether made by the Commonwealth, a State, a Territory or a local government and, where the context permits, includes the common law and equity;
Material	means any thing in relation to which Intellectual Property rights arise;
Milestone	means a milestone for an Activity as set out in Item F of the Schedule for the Activity;
Moral Rights	includes the following rights of an author of copyright Material: a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;
Ombudsman	means the office established under the <i>Ombudsman Act 1976</i> (Cth) and includes any other person who may, from time to time, perform

Defined term	Meaning of defined term
	the functions of that office;
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the Material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any creative commons attribution licence (see http://creativecommons.org.au/learn-more/licences);
Other Contributions	means, in respect of an Activity, the financial or in-kind resources (with in-kind resources valued at market rates) other than the Grant, which are specified in Item D of the Schedule for the Activity and are contributed by Your Organisation or another party (including another Commonwealth entity) for the Activity;
Other Departmental Monies	means money provided by the Department to Your Organisation other than under this Agreement;
Party	means a party to this Agreement as specified on the execution page of the Schedule;
Performance Indicators	means, in respect of an Activity, the performance indicators (if any) set out in Item B of the Schedule for the Activity;
Personal Information	has the meaning given in the <i>Privacy Act 1988</i> (Cth);
Personnel	means: a. in relation to Your Organisation: i. each Subcontractor; ii. any Sub-subcontractor; iii. any officer, employee, partner, volunteer or agent of Your Organisation, a Subcontractor or a Sub-subcontractor; and iv. if Your Organisation is an individual that individual; and b. in relation to the Commonwealth: i. the natural persons who are officials, volunteers, agents or contractors of the Department; and ii. any entity that is contracted by the

Defined term	Meaning of defined term
	Department, other than the persons and entities referred to in paragraph a. of this definition;
Programme	means the programme or fund referred to in Item A of the Schedule under which the Department is able to provide the Grant to Your Organisation for each Activity;
Programme's Objectives	means the Programme's Objectives specified in Item A of the Schedule;
Provision of this Agreement	means a requirement in this Agreement including a requirement in: a. a clause in the Terms and Conditions; and b. the Schedule, including a Supplementary Condition or a requirement to complete a Milestone in accordance with (and by the date specified for it in) the Schedule;
RCTI	has the meaning given in clause 3.9.1.c;
Reports	means the declaration and other reports specified in clause 2.3 or Item E of the Schedule;
Schedule	means the document entitled ' <i>Standard Funding Agreement Schedule</i> ' that has been signed by both of the Parties and includes any annexures or attachments to the Schedule and forms part of the Agreement;
Secret and Sacred Material	means all information and knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal Tradition as defined in the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> (Cth);
Specified Acts	means any of the following types of acts or omissions: a. using, reproducing, modifying, adapting, publishing, distributing, broadcasting, communicating or exploiting all or any part of the Activity Material or Existing Material, with or without attribution of authorship; b. supplementing the Activity Material or Existing Material with any other Material;

Defined term	Meaning of defined term
	c. using the Activity Material or Existing Material in a different context to that originally envisaged; d. releasing the Activity Material or the Existing Material to the public under an Open Access Licence; and e. any other acts or omissions specified in Item B of the Schedule in relation to the Activity, but does not include false attribution of authorship;
Specified Personnel	means, in respect of an Activity, any natural person who is a member of Your Organisation Personnel and is specified in Item J of the Schedule for that Activity and includes any replacement Specified Personnel who are approved in accordance with clause 4.3 [Your Organisation's Personnel and Specified Personnel] for that Activity;
Subcontractor	means, in respect of an Activity, any contractor, person or organisation who is engaged by Your Organisation to undertake any part of the Activity and 'Subcontract' means the written agreement between Your Organisation and the Subcontractor;
Sub-subcontractor	means, in respect of an Activity, any contractor, person or organisation who is engaged by a Subcontractor (or another subcontractor of the Subcontractor) to undertake any part of the Activity and 'Sub-subcontract' means the written agreement under which that contractor, person or organisation is so engaged;
Supplementary Conditions	means, in relation to an Activity, those Supplementary Conditions set out, or referred to, in Annexure A of the Schedule in respect of the Activity;
Term	means the period set out in clause 1.3 [Term of the Agreement];
Terms and Conditions	means all of the clauses in this document;
Undepreciated	means, in relation to an Asset, the value of the Asset that has not been depreciated in accordance with Australian Accounting Standards; and

Defined term	Meaning of defined term
Your Organisation	means the entity specified as 'Your Organisation' on the execution page of the Schedule and includes, where the context permits its Personnel and successors.

This document has been released under
the Freedom Of Information Act 1982 by
the Department of Health, Disability and Ageing

SCHEDULE: PHN Program: Primary Mental Health Care

Schedule Commencement Date:

s22

Schedule Completion Date:

Agreement Id: s22

Schedule Id:

Schedule Id:

Item A DEPARTMENT'S PROGRAM INFORMATION

A.1 Program name: Primary Mental Health Care

A.2 Program description and objectives

The Schedule aims to build and enable the capacity of Primary Health Networks (PHNs) to lead mental health and suicide prevention planning, commissioning and integration of services at a regional level to improve outcomes for people with, or at risk of, mental illness and/or suicide, in partnership with state and territory governments, general practitioners, non-government organisations, National Disability Insurance Scheme providers and other related services, organisations and providers.

The purpose of the Schedule is to:

1. increase the efficiency and effectiveness of primary mental health and suicide prevention services for people with or at risk of mental illness and/or suicide
2. improve access to and integration of primary mental health care and suicide prevention services to ensure people with mental illness receive the right care in the right place at the right time.

These aims will be achieved through systemic reforms that address gaps in the mental health and suicide prevention system, improve mental health outcomes for all people, prevent and reduce suicidal behaviour, and deliver a mental health and suicide prevention system that is comprehensive, coordinated, consumer- focused and compassionate.

A.3 National Mental Health and Suicide Prevention Agreement (National Agreement)

Under the National Agreement, the Australian Government agreed to work with state and territory governments to:

1. reduce system fragmentation through improved integration between Commonwealth and State-funded services
2. address gaps in the system by ensuring community-based mental health and suicide prevention services, and in particular ambulatory services, are effective, accessible and affordable
3. prioritise further investment in prevention, early intervention and effective management of complex and enduring mental health conditions.

A.4 Key Objectives

Your Organisation must plan, deliver, commission, and report all Activities, including financial expenditure according to the following six Key Objectives and priority areas:

1. provide targeted psychological interventions by commissioning **low intensity mental health services** to most appropriately support people with, or at risk of, mild mental illness who are not able to access mainstream services or for whom mainstream services do not meet their needs
2. support region-specific, cross sectoral approaches to early intervention for **children and young people** with, or at risk of mental illness (including those with complex mental illness who are being managed in primary care) and provide equitable and integrated approaches to primary mental health services for this population group

Standard Funding Schedule

3. address service gaps in the provision of short-term psychological therapies for people in **underserved populations**, including in-reach services to residential aged care facilities and rural and remote populations, by making optimal use of the available service infrastructure and workforce
4. provide primary mental health care services for people with **complex** mental health conditions, including clinical care coordination, by engaging a diverse workforce including mental health nurses, psychosocial support workers, peer workers and other health and mental health practitioners
5. encourage and promote a regional approach to **suicide prevention** including community-based activities and liaising with Local Hospital Networks (LHNs) and other providers to ensure appropriate follow-up and support arrangements are in place at a regional level for individuals after a suicide attempt and for other people at high risk of suicide
6. enhance and better integrate **Aboriginal and Torres Strait Islander** mental health and suicide prevention services to facilitate a joined-up approach with other closely connected services, including social and emotional wellbeing, suicide prevention and alcohol and other drug services. This Objective is supported by the Aboriginal and Torres Strait Mental Health Flexible Activity but must also be a key component of the Flexible Mental Health and Suicide Prevention Activity.

A.5 Scope of this Schedule

This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions For Standard Funding Agreement 2015', the Supplementary Conditions at Annexure A, and the Grant Opportunity Guidelines (the Guidelines) at Annexure C. The Schedule and the Terms and Conditions should not be read separately from each other.

Should the PHN Core Funding Schedule cease for any reason, including expiry or as a result of the Department exercising its termination powers under clause 10 [Termination and disputes] of the Terms and Conditions, the Department may choose to also exercise its termination powers under clause 10 [Termination and disputes] of the Terms and Conditions on Associated PHN Schedules.

A.6 Guidance on implementation

Unless otherwise agreed with the Department, implementation must align with the:

1. Guidelines at Annexure C
2. National Agreement, including the bilateral schedules and the Joint Implementation Plan, as well as any published updates, between the Commonwealth and your relevant state or territory¹
3. Department's guidance documents available at www.health.gov.au and by searching for 'PHN mental health tools and resources'
4. Indigenous Australians' Health Programme Guidelines, the National Agreement on Closing the Gap, the Aboriginal and Torres Strait Islander Health Plan 2021-2031, and the National Aboriginal and Torres Strait Islander Suicide Prevention Strategy.

Funds cannot be used for capital works, services that duplicate existing funded activities that are primarily the responsibility of state and territory governments, or activities more appropriately funded through other programs, such as dementia services, disability or psychosocial support services (unless agreed in writing by the Department).

¹ The National Mental Health and Suicide Prevention Agreement and associated bilateral schedules can be found at federalfinancialrelations.gov.au/agreements/mental-health-suicide-prevention-agreement

Standard Funding Schedule

A.7 Clinical governance and service quality

Your Organisation must maintain appropriate clinical governance and quality assurance arrangements for all Activities. Your Organisation must ensure:

1. a high-quality standard of service delivery that is supported by appropriate quality assurance processes
2. the workforce is practising within their area of qualification and competence
3. appropriate clinical supervision arrangements are in place
4. all workers engaged to provide face to face services complete relevant training in infection, prevention and control
5. the treatment of physical illness in people living with mental illness is considered in clinical governance, treatment planning and quality assurance arrangements
6. appropriate risk assessment and management procedures are in place
7. appropriate consumer feedback procedures, including complaint handling procedures, are in place
8. appropriate crisis support mechanisms are in place to provide information to patients on how to access other services in a crisis, noting it is not the role of the PHN to provide or commission this type of service
9. transition pathways are in place that allow consumers to seamlessly move to an appropriate alternate service should their circumstances change
10. relevant National Safety and Quality Standards are applied and maintained by all commissioned services:
 - a. National Safety and Quality Health Service Standards
 - b. National Safety and Quality Mental Health Standards for Community Managed Organisations, or
 - c. National Safety and Quality Digital Mental Health Standards
11. where National Safety and Quality Standards accreditation is not yet held, the commissioned services demonstrate progress toward accreditation within 12 months, including providing evidence of engagement with an approved accrediting body. Your Organisation must advise the Department of any ongoing barriers to compliance

A.8 Service Planning and Integration

Your Organisation must take a lead role in mental health and suicide prevention service planning, integration and quality assurance activities at the local level, and build on the activities undertaken as part of the PHN Program Core Funding Schedule.

Your Organisation must:

1. establish and maintain partnerships and integration with regional stakeholders, including LHNs, non-government organisations, local National Disability Insurance Scheme providers, alcohol and other drug services, Aboriginal Community-Controlled Health Services (ACCHSs) and other Aboriginal and Torres Strait Islander leaders and communities; general practices; residential aged care providers; Child and Adolescent Mental Health Services, providers of Family Mental Health Support Services, and other regional stakeholders
2. undertake a Needs Assessment of your PHN region and use it to develop and implement an evidence-based Activity Work Plan to address national and specific priorities relating to mental health and suicide prevention. Consistent with this Schedule and requirements outlined in the Core Funding Schedule, your Needs Assessment should:

Standard Funding Schedule

- a. consider groups serviced through other complementary services, including initiatives run by LHNs, the Commonwealth, and neighbouring PHNs, and identify service gaps, major health concerns and system capacity issues which your Activity Work Plan will address.
 - b. include a regional analysis in collaboration with relevant local Aboriginal and Torres Strait Islander organisations including ACCHSs, local leaders and communities, and with mainstream primary health care organisations to identify the specific mental health needs of Aboriginal and Torres Strait Islander people in your region.
3. work with relevant stakeholders to develop, implement and maintain an evidence-based Joint Regional Mental Health and Suicide Prevention Plan that:
 - a. is developed in partnership with the LHNs with whom the region aligns, and in consultation with other relevant stakeholders and commissioning bodies.
 - b. supports an integrated, whole of community approach to drive better outcomes in your region.
 - c. aligns with the requirements, including timeframes, outlined in the National Agreement and the applicable Bilateral Schedule for your PHN region and state/territory.
4. work with LHNs and other service providers to support the follow-up care for individuals who have self-harmed or attempted suicide, ensuring there is no ambiguity in the responsibility for provision of this care. Your Organisation must build the capacity of primary care services in the region to better support follow up of people who have made a recent suicide attempt, and support to others at risk of suicide
5. develop and implement systems to support sharing of consumer clinical information between service providers and consumers, with appropriate consumer consent and the use of myHealth Record under the *My Health Records Act 2012*
6. facilitate ongoing information sharing across the PHN network and with the Department, including on innovative approaches.

A.9 Service Commissioning

Unless otherwise agreed with the Department, Your Organisation must use a strategic approach to commission a continuum of primary mental health and suicide prevention services that:

1. are informed by the Needs Assessment undertaken by Your Organisation, contribute to the Key Objectives of this Schedule, and are delivered in a flexible way to best-meet the needs of the community
2. are evidence-based and consistent with a best practice Stepped Care approach, incorporating a joined-up assessment process and referral pathways
3. are responsive to changes in the mental health and suicide prevention system, including Commonwealth and state funded programs, ensuring community need is met and services are not duplicated
4. provide culturally appropriate and safe services for Aboriginal and Torres Strait Islander people
5. make best use of the available workforce and technology
6. are cost effective and informed by market analysis
7. improve integration, and reduce duplication, across and between Commonwealth and state-funded services, including through co-commissioning.

Your Organisation must inform commissioned services that they can access Translating and Interpreting Services (TIS) for free by calling 131 450 or visiting www.tisnational.gov.au. Eligibility and registration details can be found on the Department's website.

Standard Funding Schedule

TIS National delivers high quality, cost-effective and secure interpreting services for people who do not speak English and for agencies and businesses that need to communicate with their non-English speaking clients. Language services are designed to ensure that people with limited or no English language proficiency can access the services and programs they need, removing a significant barrier faced by CALD Australians when accessing mental health support.

A.10 Performance Reporting

Your Organisation's performance is monitored, assessed and managed by the Department in accordance with the PHN Program Performance and Quality Framework.

Your Organisation must:

1. maintain appropriate data collection and reporting systems for all commissioned services to inform service planning and facilitate ongoing monitoring and evaluation at the program, regional and national level
2. submit data and reporting against performance indicators, in the form and timeframe specified by the Department. This includes reporting all mandatory data to the Primary Mental Health Care Minimum Data Set as specified by the Department and published in the Primary Mental Health Care Minimum Data Set Data Specification
3. collaborate with the Department to improve data sharing, data linkage, and use of the Primary Mental Health Care Minimum Data Set to monitor and evaluate initiatives, including services commissioned with the states and territories
4. collaborate with the Department and any appointed evaluator to participate in any evaluation. Your Organisation may be required to provide additional reports to inform the evaluation.

Your Organisation acknowledges that its performance against the PHN Program Performance and Quality Framework may be made publicly available.

The Performance Indicators are designed to assess overall delivery of commissioned primary mental health care services against the six Key Objectives and across four performance domains, including:

1. access to services
2. efficiency of service delivery
3. appropriateness of service delivery
4. effectiveness of service delivery.

Service provision is monitored and compared over time with a focus on comparing regional service delivery to the following priority target groups:

1. children and youth
2. people living in rural and remote communities
3. residents of Residential Aged Care Facilities
4. Aboriginal and Torres Strait Islander people.

Performance Indicators

Access to services (Data source: Acc-1 to Acc-3: PMHC MDS)

1. **Indicator Acc-1:** Proportion of regional population receiving PHN-commissioned mental health services – Low intensity interventions.
2. **Indicator Acc-2:** Proportion of regional population receiving PHN-commissioned mental health services – Psychological therapies delivered by mental health professionals.
3. **Indicator Acc-3:** Proportion of regional population receiving PHN commissioned mental health services – Clinical care coordination services for people with complex mental illness.

Standard Funding Schedule

Appropriateness and effectiveness of service delivery

1. **Indicator Prog-2:** Comprehensive and evidence based Joint Regional Mental Health and Suicide Prevention Plan to be jointly developed with LHN or equivalent and other stakeholders. Unless agreed as otherwise by the Department, new or updated joint regional plans are to be developed within the timeframes listed in the National Agreement Bilateral Schedules.
(Data source: Twelve monthly reporting)
2. **Indicator App-2:** Proportion receiving PHN-commissioned mental health services delivered to the regional Indigenous population where the services were culturally appropriate.
(Data source: App-2 PMHC MDS)
3. **Indicator App-3:** Proportion of people referred to PHN-commissioned services due to a recent suicide attempt or because they were at risk of suicide followed up within 7 days of referral.
(Data source: App-3: PMHC MDS).
4. **Indicator Out-3:** The proportion of mental health care episodes delivered by PHN commissioned organisations or individual service providers with valid clinical outcome measures at both baseline and follow-up. (Data source: Out-3 PMHC MDS)

Aboriginal and Torres Strait Islander Mental Health Flexible Activity Indicators (Data source: Twelve Month Report)

1. **Indicator:** Number of Aboriginal or Torres Strait Islander people that received mental health services in PHN region through this funding.
2. **Indicator:** Types of mental health services that have been provided to clients.
3. **Indicator:** Average number of services that clients received.

Mental Health Multidisciplinary Services Activity Indicators (Data source: PHOCUS)

Mandatory indicators and reporting specifications will be updated during the Schedule funding period. The Department will lead indicator development in consultation with PHNs and informed by PHOCUS updates. Your Organisation must work with us to strengthen performance data and improve assessment of service outcomes and regional multidisciplinary mental health service responsiveness.

A.11

Location Information

The Activities will be delivered from the following site location:

	Location Type	Name	Address
1	s22		

Service Area Information

The Activities will service the following service area:

	Type	Service Area
1	s22	

Your Organisation must advise the Department of any change to the site location within 30 days after that change.

The Department may change the Service Area in accordance with clause A1.2 of the Supplementary Conditions referred to in clause 1 of Annexure A.

Standard Funding Schedule

Item B YOUR ORGANISATION’S ACTIVITY INFORMATION

B.1

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B.2

B.3

B.4

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B.5

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B.6**B.7****B.8****B.9**

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B.10**B.11****B.12**

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Item C FUNDING

C.1

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C.4

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C.6

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C.7

C.8

Your Organisation must ensure the funding is held in an account in Your Organisation's name and which the Your Organisation controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia. Your Organisation's nominated bank account is:

BSB Number	s22
Financial Institution	
Account Number	
Account Name	

Item D BUDGET

Flexible Mental Health and Suicide Prevention and Aboriginal and Torres Strait Islander Mental Health Flexible Activities

Your Organisation must submit an annual budget for all activities for approval by the Department in accordance with Item E.2. The total amount of Flexible and Operational Funding for each financial year of the Activity Period is set out in Annexure D.

The budget for Flexible Funding must outline spending against each of the six Key Objectives and cannot be expended or moved to meet the cost of Operational activities without the Department's prior written approval.

Operational Funding must be used for activities outlined at Annexure B.

Standard Funding Schedule

Funding can be moved between line items within the budget annually without seeking Departmental approval, subject to the following limits:

1. Up to 20% or \$100,000 (whichever is lesser) of Flexible Funding
 2. Up to 10% or \$50,000 (whichever is lesser) of Operational Funding.
-

Item E Reports

All reports must be submitted in a format specified by the Department and in accordance with the timetable in Item F.

E.1 Performance Report (Twelve Month Report)

Your Organisation must submit annual Reports that contain information on the performance of each Activity during the reporting period including:

1. whether Activities have been undertaken in accordance with the approved Activity Work Plan covering the reporting period
2. the performance of each Activity against the six Key Objectives and measures set out in Item B
3. an explanation as to how Your Organisation is addressing any issues, problems or delays
4. an Income and Expenditure Statement against the approved updated Activity Work Plan.

The milestone is not met until the Department accepts the Performance Report.

E.2 Activity Work Plan

Your Organisation must submit an updated multi-year Activity Work Plan, including a budget, for the Department's approval.

The Department will review the draft Activity Work Plan and notify Your Organisation in writing of any changes required to the Activity Work Plan as soon as practicable.

Your Organisation agrees that when the Activity Work Plan is accepted by the Department:

1. it will be incorporated into, and form part of, this Agreement
2. the public components of the Activity Work Plan will, as soon as practical, be made available on Your Organisation's website. Public components exclude any sensitive content as agreed by the Department.

For each financial year of the Activity, Your Organisation must conduct the Activity in accordance with the Activity Work Plan as accepted by the Department.

Any changes to the Activity Work Plan must be agreed in writing by the Department.

E.3 Financial Acquittal Reports (Financial Declaration and Audited Income and Expenditure Statement)

The Performance Report must include an audited Income and Expenditure Statement. The audited Income and Expenditure Statements must:

1. be prepared in accordance with the applicable Australian Accounting Standards
2. record expenditure for the Activities against the approved budget
3. be for the same period as the Performance Report
4. follow the template as provided by the Department.

Standard Funding Schedule

E.4 Other Reports

The following reports must be provided in accordance with the timetable set out in Item F.

1. Needs Assessment Report

Your Organisation must undertake a Needs Assessment to assess the mental health and suicide prevention needs of your PHN region. It must:

1. be informed by stakeholder and community consultation
2. analyse relevant population health planning your PHN region
3. use relevant evidence-based information and data, including data from the Department or stakeholders including LHNs (or equivalent)
4. identify the market factors and drivers relevant to the provision of mental health and suicide prevention services
5. consider service gaps, major health concerns and system capacity issues
6. determine priorities and identify the strategies that will be implemented to better align funding to the mental health and suicide prevention needs of Your Organisation's region.

Your Organisation must use the Needs Assessment to develop and implement an evidence-based Activity Work Plan to address national and specific priorities relating to mental health and suicide prevention, with a focus on a Stepped Care model of service delivery and the six Key Objectives.

Your Organisation agrees that when the Needs Assessment is accepted by the Department, the public components of the Needs Assessment will, as soon as practical, be made available on Your Organisation's website. Public components exclude any sensitive content as agreed by the Department.

2. Regional Mental Health and Suicide Prevention Plan

The Plan must be developed in partnership with regional stakeholders, including Local Hospital Networks. Plans should be endorsed at a local level by PHNs and LHNs, unless otherwise agreed to by the Department, as they require local ownership and support.

The Plan must align with the requirements, including timeframes, outlined under the National Agreement and the applicable Bilateral Schedule for your PHN region and state/territory.

3. Final Report

Your Organisation must provide a Final Report in a template provided by the Department.

4. Child Safe Statement of Compliance

Your Organisation must submit an annual Child Safe Statement of Compliance to confirm commissioned services have delivered all Activities consistent with the Child Safe Supplementary Conditions at Annexure A.4. A template will be provided to your organisation annually.

Standard Funding Schedule

Item F PAYMENTS AND MILESTONES

The following table combines all of Your Organisation's Reporting (see Item E) and other Milestones for all Activities under this Agreement.

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount (GST excl.)	GST
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Standard Funding Schedule

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount (GST excl.)	GST
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Standard Funding Schedule

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount (GST excl.)	GST
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Standard Funding Schedule

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount (GST excl.)	GST
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Standard Funding Schedule

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount	GST
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Standard Funding Schedule

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount (GST excl.)	GST
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Standard Funding Schedule

Milestones and Reports	Schedule / Activity	Information to be included and requirements	Anticipated Date	Amount (GST excl.)	GST
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Item G INSURANCE REQUIREMENTS

(see also clause 9.3 [Insurance] of the Terms & Conditions)

Your Organisation must have the following Activity specific insurance/s: None specified

Item H ASSETS (see also clause 5 [Assets] of the Terms & Conditions)

Refer to A.5 of the Supplementary Conditions for further details. All Assets must be detailed on an Asset Register, to be submitted to the Department with the Twelve Month Report.

Item I SUBCONTRACTORS

(see also clause 4.2 [Subcontractors to be approved] of the Terms & Conditions)

The following subcontractors are required to undertake the Activity/ies as indicated: None specified

Item J SPECIFIED PERSONNEL (see also clause 4.3 [Your Organisation's Personnel and Specified Personnel] of the Terms & Conditions)

None specified

Item K CONFIDENTIAL INFORMATION

(see also Clause 8 [Confidentiality] of the Terms & Conditions)

The Commonwealth's Confidential Information is: None specified

Your Organisation's Confidential Information is: None specified

Item L NOTICES (see also Clause 4.5 [Notices] of the Terms & Conditions)

The Commonwealth's contact details and address for notices:

Name or Position	s22
Phone	
Email	
Postal Address	

Your Organisation's contact details and address for notices:

Name or Position	s22
Phone	
Email	
Postal Address	

Standard Funding Schedule

Item M VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL RECORDS
(see also clause 4.1 [Working with Vulnerable Persons] of the Terms & Conditions)

Supplementary Condition G8 applies to the Activity

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Standard Funding Schedule

Signatories to this Agreement

Parties **Commonwealth of Australia** ("Commonwealth"), as represented by and acting through **The Department of Health, Disability and Ageing ABN 83 605 426 759**,
Yaradhang Building, Cnr Furzer and Worgan St, Phillip ACT 2606 ("**Department**")

And s22

("**Your Organisation**")

Executed by the Parties as a DEED on the.....day of Year

The Parties agree that by signing this Schedule they enter into the Agreement, which comprises this Schedule (including its Annexures and any Supplementary Conditions), the attached Cover Letter, the enclosed document entitled '*Terms and Conditions Standard Funding Agreement November 2012*' and any other documents incorporated by reference.

This Agreement is deemed to have commenced on 15 June 2016.

Signed, Sealed and Delivered for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through the **Department of Health, Disability and Ageing ABN 83 605 426 759** in the presence of:

s22

(Signature of Departmental Representative)/...../.....

s22

...../...../.....

s22

(Name of Departmental Representative)

s22

(Name of Witness in full)

Company

Signed, Sealed and Delivered by s22

_____ in accordance with its Constitution:

s22

(Signature of Director)/...../.....

s22

(Signature of Secretary)/...../.....

s22

(Name of Director in full)

s22

(Name of other Director/Secretary)

Standard Funding Schedule

ANNEXURE A - Supplementary Conditions

1. Incorporation of Supplementary Conditions

- 1.1 The parties agree:
- the Supplementary Conditions set out in Annexure A of the Primary Health Networks Core Funding Schedule are incorporated into this Annexure A, excluding Item A11.1.1 General Interpretation covering the order in which the funding agreement documents take priority. The order of priority of the documents forming part of this Agreement shall be the order as specified in clause 11.1.2 of the Department's Standard Terms and Conditions; and
 - if any amendments are made to those Supplementary Conditions those amendments will automatically be incorporated into this Annexure A without the need for the parties to comply with the procedure in clause 11.1.5 of the Terms and Conditions.

2. General interpretation of Agreement

- 2.1 Clause 11.1.2 of the Terms and Conditions is replaced with the following clause:

If there is any conflict or inconsistency, the provisions in the documents forming part of this Agreement take priority in the following order:

- the Supplementary Conditions referred to in clause 1 of Annexure A to the Schedule;
- the Terms and Conditions;
- the Schedule;
- the Covering Letter; and
- any documents incorporated by reference into the above documents.

3. G8. Working with Vulnerable Persons

G8.1.1. For the purposes of this Supplementary Condition G8 [Working with Vulnerable Persons]:

- 'Child' means an individual under the age of 18
- 'Criminal or Court Record' means any record of any Other Offence
- 'Other Offence' means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
 - an apprehended violence or protection order made against the Relevant Person
 - the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance
 - violence against a person or the injury, but excluding the death, of a person, or
 - an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs i. to iii.
- 'Police Check' means a formal inquiry made to the relevant police authority in each Australian State or Territory in which Your Organisation knows the Relevant Person has resided that is designed to obtain details of the Relevant Person's criminal conviction or a finding of guilt in all places
- 'Relevant Person' means a natural person who is an actual or potential officer, employee, volunteer, agent or contractor of Your Organisation
- 'Serious Offence' means:
 - a crime or offence involving the death of a person
 - 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

Standard Funding Schedule

3. 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
 4. an attempt to commit a crime or offence described in Supplementary Conditions G8.1.1.f.i to iii.
- g. 'Serious Record' means a conviction or any finding of guilt regarding a Serious Offence
- h. 'Vulnerable Person' means:
1. a Child, or
 2. 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.

G8.1.2. This Supplementary Condition G8.1 [Working with Vulnerable Persons] applies to any part of an Activity that involves working, or contact, with Vulnerable Persons except as otherwise specified in Item M of the Schedule.

G8.1.3. Your Organisation must:

- a. before engaging, deploying or redeploying a Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person, and
- b. thereafter every three years that the Relevant Person is deployed or redeployed in relation to any part of an Activity that involves working or contact with a Vulnerable Person, do the following:
 1. obtain a Police Check for the Relevant Person, except as otherwise specified in Item M of the Schedule
 2. confirm that no applicable Commonwealth, State or Territory Law prohibits the Relevant Person from being engaged in a capacity where they may have contact with Vulnerable Persons
 3. comply with all other applicable Laws of the place in which that part of the Activity is being conducted in relation to engaging or deploying the Relevant Person in a capacity where he or she may have contact with Vulnerable Persons
 4. comply with any other conditions set out in Item M of the Schedule in respect of the Activity.

G8.1.4. If a Police Check indicates that a Relevant Person has a Serious Record, Your Organisation may not deploy or redeploy that Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person.

G8.1.5. Your Organisation agrees:

- a. if a Police Check indicates that a Relevant Person has a Criminal or Court Record, not to engage, deploy or redeploy that Relevant Person in respect of any part of an Activity that involves working with Vulnerable Persons unless Your Organisation has conducted and documented a risk assessment for that Relevant Person in accordance with Supplementary Conditions G8.1.7 to G8.1.9
- b. within 24 hours of becoming aware of any Relevant Person being charged or convicted of any Other Offence, or charged with any Serious Offence, to comply with Supplementary Condition G8.1.3.e and conduct and document a risk assessment in accordance with Supplementary Conditions G8.1.7 to G8.1.9 to determine whether to allow that Relevant Person to continue performing any part of an Activity that involves working with Vulnerable Persons
- c. on becoming aware of a Relevant Person being convicted of a Serious Offence, to comply with Supplementary Condition G8.1.3.e and immediately cease to deploy the Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person
- d. to document the actions Your Organisation will take as a result of conducting a risk assessment.

G8.1.6. Your Organisation must promptly notify the Department if Your Organisation becomes aware of an occurrence specified in Supplementary Condition G8.1.5 or Your Organisation conducts a risk assessment in accordance with Supplementary Conditions G8.1.7 to G8.1.9, except to the extent otherwise specified in Item M of the Schedule or agreed in writing by the Department.

Standard Funding Schedule

G8.1.7. Your Organisation is wholly responsible for conducting any risk assessment, assessing its outcome and deciding to engage, deploy or redeploy a Relevant Person who has:

- a. a Criminal or Court Record
- b. been charged or convicted of any Other Offence
- c. been charged with an Serious Offence, to work on any part of an Activity that involves working or contact with Vulnerable Persons.

G8.1.8. In undertaking the risk assessment under Supplementary Condition G8.1.7 in respect of a Relevant Person, Your Organisation agrees to take into account the following factors:

- a. whether the Relevant Person's Criminal or Court Record (or the offence that the Relevant Person has been charged with, or convicted of, as specified in Supplementary Condition G8.1.5.b) is directly relevant to the role that he or she will or is likely to perform in relation to an Activity
- b. the length of time that has passed since the Relevant Person's charge or conviction and his or her record since that time
- c. the nature of the offence pertaining to the Relevant Person's charge or conviction and the circumstances in which it occurred
- d. whether the Relevant Person's charge or conviction involved Vulnerable Persons
- e. the nature of the Activity for which the Relevant Person is employed or engaged and the circumstances in which the Relevant Person will or is likely to have contact with Vulnerable Persons
- f. the particular role the Relevant Person is proposed to undertake or is currently undertaking in relation to an Activity and whether the fact the Relevant Person has a Criminal or Court Record (or has been charged or convicted as specified in Supplementary Condition G8.1.5.b) is reasonably likely to impair his or her ability to perform or continue to perform the inherent requirements of that role
- g. the Relevant Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to an Activity
- h. any other factors specified in Item M of the Schedule as factors that Your Organisation must take into account in conducting a risk assessment for the purpose of this Supplementary Condition G8 [Working with Vulnerable Persons].

G8.1.9. After taking into account the factors set out in Supplementary Condition G8.1.8 in respect of a Relevant Person, Your Organisation agrees to determine whether it is reasonably necessary to:

- a. not engage, deploy or redeploy the Relevant Person in relation to an Activity or any part of an Activity
- b. remove the Relevant Person from working in any position or acting in any capacity in relation to any part of an Activity that involves working or having contact with Vulnerable Persons
- c. make particular arrangements or impose conditions in relation to the Relevant Person's role in relation to an Activity (or any part of an Activity) and, where relevant, his or her contact with Vulnerable Persons, and/or
- d. take steps to protect the physical, psychological or emotional wellbeing of the Vulnerable Persons to whom the Activity relates.

G8.1.10. As and when required by the Department, Your Organisation must promptly provide evidence, in a form the Department requires, that Your Organisation has complied with the requirements of this Supplementary Condition G8 [Working with Vulnerable Persons].

G8.1.11. Your Organisation agrees to:

- a. reflect Your Organisation's obligations under this Supplementary Condition G8 [Working with Vulnerable Persons] in all Subcontracts Your Organisation enters into, and
 - b. ensure the requirements in this Supplementary Condition G8.1 [Working with Vulnerable Persons] are included in any Sub-subcontracts that are entered into, in relation to any part of an Activity that involves working with Vulnerable Persons. This requirement does not apply to Contracted Services that Your Organisation Purchases or Commissions using Flexible Funding or other types of Grant funds, notified by the Department in writing.
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4. CB9. Child Safety

CB9.1 In this Agreement:

- a. **Child** means an individual(s) under the age of 18 years and Children has a similar meaning;
- b. **Child-Related Personnel** means officers, employees, contractors (including subcontractors), agents and volunteers of the Your Organisation involved with the Activity who as part of that involvement may interact with Children;
- c. **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
- d. **National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;
- e. **Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Activity may be carried out;
- f. **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 Your Organisation must:

- a. comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- b. ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 Your Organisation 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:
 1. the National Principles for Child Safe Organisations;
 2. Your Organisation's risk management strategy required by this clause CB9.3;
 3. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 4. 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.

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CB9.4 With reasonable notice to Your Organisation, the Commonwealth may conduct a review of Your Organisation compliance with this clause CB9.

CB9.5 Your Organisation 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 Your Organisation implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- c. promptly, and at the Your Organisation'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.

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the Freedom Of Information Act 1982 by
the Department of Health, Disability and Ageing

Standard Funding Schedule

ANNEXURE B – Definitions

Defined term	Meaning
Aboriginal and Torres Strait Islander mental health services	Joined up, integrated, culturally appropriate and safe services designed to holistically meet the mental health and wellbeing needs of Aboriginal and Torres Strait Islander people.
Activity Work Plan	means the plan that sets out the planned mental health and suicide prevention activities, for each financial year of the Activity Period to address community needs and priorities identified through the Needs Assessment process. See Item E.2 for further information.
Annexure	refers to an Annexure to this Schedule. In the event of inconsistency between the Annexures or between the Annexure and the Schedule the following order of priority applies: 1. Annexure A – Supplementary Conditions 2. Schedule 3. Annexure D – Budget 4. Annexure B – Definitions 5. Annexure C – PHN Grant Opportunity Guidelines
Annual Budget: Aboriginal and Torres Strait Islander Mental Health Flexible	means an annual budget for each year of the Aboriginal and Torres Strait Islander Mental Health Flexible Activity Period. Clause 3.5 [Budget] of the Terms and Conditions applies to the Annual Flexible Funds Budget.
Annual Budget: Flexible Mental Health and Suicide Prevention	means an annual budget for Operational and Flexible Funding for each financial year of the Mental Health and Suicide Prevention Activity Period. Clause 3.5 [Budget] of the Terms and Conditions applies to the Annual Operational and Flexible Funds Budget.
Associated PHN Schedules	All Department of Health, Disability and Ageing Standard Funding Agreement 2015 Schedules that fund PHNs to commission, or support the Commissioning of, PHN specific services, as per Item 1.5.3 of the PHN Program Guidelines. This excludes the Commonwealth Homes Support Program (CHSP) Schedule.
Child and youth mental health services	Universal or targeted activities for people aged up to 25 years.
Commissioning	Commissioning is a strategic approach to Purchasing that seeks to ensure that services meet the health needs of the population and contribute towards service and system improvement and innovation. Commissioning is a continuous process that requires Your Organisation to be responsible for: 1. Strategic planning – assessing the needs of the community and available Health Services, and determining priorities based on service analysis and professional and community input; 2. Service procurement – Purchasing Health Services in line with the outcomes of strategic planning, the PHN objectives and the identified local and national priorities for the PHN;

Standard Funding Schedule

Defined term	Meaning
	3. Clinical expertise – inclusion of clinical mental health experts in the assessment of tenders and associated assessment panels; and 4. Monitoring and review – assessing the efficiency and effectiveness (including Value for Money) of Health Services, and implementing strategies to address gaps and underperformance.
Complex mental health	Individuals with complex mental health conditions experience one or more mental health diagnoses, which may include (but are not limited to): schizophrenia, bipolar disorders, obsessive compulsive disorder or complex trauma. These individuals also experience high levels of psychological distress and symptoms that may be enduring, severe or episodic. Their symptoms may impact their functional capacity for socialising, maintaining employment and personal care and their global wellbeing and they may require differing levels of support at different points in their lifetime.
Contracted services	means any Health Services that Your Organisation contracts a third party to provide. Contracted Services can be Purchased or Commissioned.
Department	The Australian Government Department of Health, Disability and Ageing.
Flexible funding	means funding provided under the Flexible Funding stream that may be used by Your Organisation to respond to PHN specific priorities identified through health needs assessment and planning and that meet the priorities determined by the Department and identified in the Schedule. The total amount of Flexible Funding for each financial year of the Activity Period is set out in Annexure D.
Grant opportunity guidelines	The Primary Health Network Grant Opportunity Guidelines (GOGs) referenced at Annexure C. The GOGs replace the PHN Guidelines.
Health services	means health or medical/ clinical services, and suicide prevention activities.
Implementation guidance online	The Department's guidance documents are available at www.health.gov.au and by searching for 'PHN mental health tools and resources'.
Joint Regional Mental Health and Suicide Prevention Plan	refers to a plan agreed between LHNs and PHNs to embed planning for integrated mental health and suicide prevention services and pathways at a regional level. Joint regional plans should drive and inform evidence-based service development to address identified gaps and deliver on regional priorities.
Key Objectives	means the six Key Objectives of the Mental Health and Suicide Prevention Operational and Flexible Activity, identified at B.3.1 of this Schedule.
Local Health Network (LHN)	Local Hospital Networks established by states and territories under the National Health Reform Agreements in the context of new hospital governance arrangements. A Local Hospital Network comprises a single or small groups of public hospitals with a geographical or functional connection.
Low intensity mental health services	means evidence-based psychological services, which target people with or at risk of mild mental illness within a stepped care approach. The treatment plan for the client is primarily based around delivery of time-limited, structured psychological interventions that are aimed at providing a less costly intervention alternative to 'standard' psychological therapy. The essence of low intensity interventions is that they utilise nil or relatively little qualified mental health professional time per client and are targeted at people with, or at risk of, mild mental illness.

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Defined term	Meaning
	Low intensity episodes should be delivered to those population groups who are not able to access mainstream services or for whom these services do not meet their needs including underserved groups. Episodes can be delivered through a range of mechanisms including use of individuals with appropriate competencies but who do not meet the requirements for registration, credentialing or recognition as a mental health professional; delivery of services principally through group-based programs; and delivery of brief or low cost forms of treatment by mental health professionals.
Needs Assessment	refers to the Needs Assessment which has been approved in writing by the Department and, if subsequently amended, as most recently approved. See Item E.5 for further information.
Operational funding	means funding provided to Your Organisation under the PHN; Mental Health and Suicide Prevention Activity to undertake activities under this entire Schedule, specifically: 1. the operation and maintenance of the PHN to meet obligations under this Schedule, including premises; staff; equipment and IT, and associated costs including utilities; 2. conduct needs assessments and associated population health planning activities; 3. conduct processes for commissioning mental health and suicide prevention services and associated contract negotiations; and 4. stakeholder management and engagement. The total amount of Operational Funding for each financial year of the Activity Period is set out in Annexure D.
PHN Program Performance and Quality Framework	means the framework which outlines the arrangements for monitoring, assessing and managing Primary Health Networks performance.
Psychological therapy services for underserved groups	Psychological therapy services are evidence based psychological interventions (e.g. cognitive behaviour therapy) delivered by appropriately trained and qualified mental health professionals (psychologists, mental health nurses, mental health competent social workers, occupational therapists and Aboriginal and Torres Strait Islander mental health workers) within their scope of practice and based on consumer need. Psychological therapy services are to be delivered to primarily targeted to people with a diagnosable mild, moderate or, in some cases, severe mental illness, or to people who have attempted, or are at risk of, suicide or self harm and where access to other services is not available or appropriate. These services provide a level of care commensurate with the clinical needs of the individual and delivered within the stepped care approach. A key focus of this priority is people who experience significant barriers to accessing Medicare Benefits Schedule (MBS) based psychological interventions, with and focus on the delivery of short term psychological interventions.

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Defined term	Meaning
Psychological therapies in residential aged care facilities	In-reach services for Aged Care facility residents with, or at risk of, mental illness. Services are evidence-based, time-limited psychological therapies that are responsive to the needs of older people.
Services agreements	means any agreement entered into by Your Organisation with a third party to provide Health Services. Service Agreements include Contracted Services, but do not include any Subcontracts funded under the Operational Funding stream.
Stepped Care	is defined as an evidence-based, staged system comprising a hierarchy of interventions, from the least to the most intensive, matched to the individual's needs. Stepped care recognizes there are a spectrum of needs, and that therefore there also needs to be a spectrum of services. Stepped Care is a different and broader concept from 'step up/step down' services. Step up/step down services are clinically supported services that offer short term care to manage the interface between inpatient and community settings. While there are multiple levels within a stepped care approach, they do not operate in silos or as one directional steps, but rather offer a continuum of service interventions, matched to the spectrum of mental illness. A stepped care approach promotes person centred care which targets the needs of the individual. Rather than offering a one size fits all approach to care, individuals will be more likely to receive a service which more optimally matches their needs, does not under or over service them, and makes the best use of workforce and technology. A stepped care approach provides the right service at the right time, with lower intensity steps available to support individuals before illness manifests.
Terms and Conditions	The <i>'Terms and Conditions For Standard Funding Agreement 2015'</i> .
Value for money	Value for money requires: 1. encouraging competitive and non-discriminatory procurement/ purchasing processes; 2. using resources provided by the Commonwealth in an efficient, effective, economical and ethical manner in line with PHN programme objectives; 3. where possible leveraging, but not duplicating, efforts of other private or public sector entities; 4. making decisions in an accountable and transparent manner; 5. considering and appropriately managing risk; 6. managing conflicts of interest; and 7. conducting a process that is commensurate with the scale and scope of the procurement. Price is not the sole determining factor in assessing Value for money. A comparative analysis of relevant financial and non-financial costs and benefits of alternative solutions throughout the procurement will inform a Value for Money assessment. Factors to consider include, but are not limited to: 1. fitness for purpose; 2. a potential supplier's experience and performance history; 3. flexibility, including innovation and adaptability; and 4. whole of life costs.

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ANNEXURE C – Grant opportunity guidelines

GrantConnect provides centralised publication of forecast and current Australian Government grant opportunities and grants awarded.

Grant Opportunity Guidelines can be accessed at the website grants.gov.au:

1. Primary Health Networks Program Primary Mental Health Care Funding Grant Opportunity Guidelines GO6284 and GO6952.
2. Mental Health Multidisciplinary Services GO7693.

ANNEXURE D – Budget: See attached.

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