

# **Commonwealth Standard Grant Agreement**

between the Commonwealth represented by

***the Department of Health***

and

***The trustee for Anvia Trust & The trustee  
for the Aubrey Trust t/a Pharmaceutical  
Rehabilitation Services***

This document was released under the Freedom of Information Act 1982 by the Department of Health

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## Grant Agreement 4-CXLX8N0 - Pharmaceutical Rehabilitation Services

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	The Trustee for Anvia Trust & The Trustee for the Aubrey Trust
Legal entity type	Other Partnership
Trading or business name	Pharmaceutical Rehabilitation Services
Any relevant licence, registration or provider number	N/A
Australian Company Number (ACN) or other entity identifiers	N/A
Australian Business Number (ABN)	57 287 783 615
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	21 February 2018
Registered office (postal)	PO Box 53, GREENSLOPES, QLD, 4120
Relevant business place	Shop 10, 82 City Road, BEENLEIGH QLD 4207
Telephone	(07) 3059 1301
Email	info@pharmaservices.com.au

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Health

PO Box 9848, Woden Town Centre, ACT, 2606 ("Department") ABN 83 605 426 759

### Background

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

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

As the project consists of medical professionals providing treatments, under Subsection 19(2) of the Health Insurance Act 1973 provides that Medicare benefits are not payable where professional services are rendered by, or on behalf of, or under an arrangement with government (Commonwealth, State or local) or an authority established by a law of the Commonwealth, a State or an internal Territory.

The parties acknowledge the funding from this grant does not cover the rendering of professional services (as defined in the Health Insurance Act 1973) at the Beenleigh Pharmaceutical Rehabilitation Services, otherwise Medicare benefits will not be payable under subsection 19(2) of the Health Insurance Act 1973.

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## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details 4-CXLX8N0 - Pharmaceutical Rehabilitation Services

### A. Purpose of the Grant

The Aim of the Activity is to upgrade the facility occupied by Pharmaceutical Rehabilitation Services in Beenleigh and to increase access to specialist Drug & Alcohol, Mental Health and Hepatitis C healthcare to help to achieve the Program's Objectives. The project will also conduct a targeted education and awareness campaign.

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

The Grant is being provided as part of the Community Health and Hospitals Program: Preventative Care, Primary Care and Chronic Disease.

### Key objectives and outcomes:

Key objectives	Outcomes
Supporting long-term reform by improving people's access to essential health services, improving health outcomes and preventing disease.	Pharmaceutical Rehabilitation Services have increased capacity to deliver services at the Beenleigh facility
Increase access to specialist Drug & Alcohol, Mental Health & Hepatitis C healthcare	People with alcohol and drug addiction challenges get the support and treatment they need closer to where they live; and
Reduce pressure on community and hospital services	Education and early intervention enable people to make safe decisions around alcohol and drug use.

### B. Activity

The refurbishment of the property at Shop 10, 82 City Road, Beenleigh to provide

- Additional consultation room (including partitioning, hand wash basins, building materials and trades) bringing the total to three consultation rooms
- Upgraded kitchen and sanitary facilities for doctors
- Additional medical equipment (which may include defibrillator, breathalyzer, smokerlyzer, ECG machine, spirometry machine, medical / vaccine fridge) as per clinical needs
- Upgraded IT & telephone facilities

To expand access to specialised health care by

- Increasing the number of doctors practicing treatment for Drug & Alcohol, Mental Health & Hepatitis C by from 0.6 FTE doctors to 2.0 FTE by 30 June 2022
- Increasing current (35) patient consults per week to 144 patients consults per week by 30 June 2022, and 144 patient consults per week by the end of the project
- Estimated 7,500 bulk-billed consultations per year by the end of the project

#### Targeted Education and Awareness Campaign (Current & New Activity)

- A multi-channel campaign targeting Logan city to educate end-users (public), GPs, Pharmacists and referring organisations about drug dependence (illicit and prescription), mental health and Hepatitis C
  - Platforms may include: Facebook & Instagram, Google Adwords, convenience media posters, waiting room posters, waiting room DL brochures, GP / pharmacy / referral organisation (NGOs) letters, fridge magnets, sharps / syringe kit stickers, GP education lunches, parole and probation education sessions.

#### C. Duration of the Grant

The Activity starts on the execution of this Agreement.

The Activity (other than the provision of any final reports) ends on 30 June 2022 which is the **Activity Completion Date**.

The Agreement ends on 15 August 2022 which is the **Agreement End Date**.

Activity Schedule	
Milestone	Due Date
Activity Work Plan and Budget	5 March 2020
2019-20 Progress Report	15 August 2020
2020-21 Six month Progress Report	15 February 2021
2020-21 Progress Report	15 August 2021
2021-22 Six month Progress Report	15 February 2022
2021-22 Final Report	15 August 2022

#### D. Payment of the Grant

The total amount of the Grant is \$660,000 (GST incl).

GST is payable on the Grant.

Interest can be earned on the Grant, and must be reported as grant income in financial reports.

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

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Executed Agreement	On execution of the Agreement	\$100,000	\$10,000	\$110,000
Activity Work Plan and Budget	5 March 2020	\$100,000	\$10,000	\$110,000
2019-20 Progress Report	15 August 2020	\$100,000	\$10,000	\$110,000

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
2020-21 Six month Progress Report	15 February 2021	\$100,000	\$10,000	\$110,000
2020-21 Progress Report	15 August 2021	\$100,000	\$10,000	\$110,000
2021-22 Six month Progress Report	15 February 2022	\$100,000	\$10,000	\$110,000
<b>Total Amount</b>		<b>\$600,000</b>	<b>\$60,000</b>	<b>\$660,000</b>

### Invoicing

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

The Commonwealth will issue the Grantee with the RCTI on the payment of funds.

### E. Reporting

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

Name of Report	Description	Due Date
Activity Work Plan and Budget	Submit an Activity Work Plan and Budget identifying planned activities, timeframes, objectives and project budget.	5 March 2020
2019-20 Progress Report	Report on the progress of the planned activities as set out in the Activity Work Plan and Objectives, including any outcomes achieved and recommendations.  The Initial Progress Report must include an unaudited Income and Expenditure statement.	15 August 2020
2020-21 Six month Progress Report	Report on the progress of the planned activities as set out in the Activity Work Plan and Objectives, including an unaudited Income and Expenditure statement.	15 February 2021
2020-21 Twelve month Progress Report	Report on the progress of the planned activities as set out in the Activity Work Plan and Objectives, including any outcomes achieved and recommendations.  The Twelve Month Report must include a Twelve Month unaudited Income and Expenditure statement.	15 August 2021



2020-21 Six month Progress Report	Report on the progress of the planned activities as set out in the Activity Work Plan and Objectives, including an unaudited Income and Expenditure statement.	15 February 2022
Final Report	Report on the achievements of the activities as set out in the Activity Work Plan and Objectives, including any outcomes achieved and recommendations.  The Final Report must include an unaudited Income and Expenditure statement for the entire Activity period and grant amount.	15 August 2022

## F. Party representatives and address for notices

### Grantee's representative and address

Name	s47F
Position	Director / Pharmacist
Postal/physical address(es)	Shop 10, 82 City Road, BEENLEIGH QLD 4207 PO Box 53, GREENSLOPES QLD 4120
Business hours telephone	07 3059 1301
Mobile	s47F
Fax	07 3112 4120
E-mail	s47F
Alternative contact	s47F

### Commonwealth representative and address

Name	Director
Position	Community Grants Hub, Capital Grants Centralised Performance Team
Postal/physical address(es)	GPO Box 9820, HOBART TAS 7001
Business hours telephone	1800 044 584
Mobile	N/A
Fax	N/A
E-mail	<a href="mailto:capital@dss.gov.au">capital@dss.gov.au</a>

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## G. Activity Material

(Not Applicable)

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## Supplementary Terms from Clause Bank

### 1. Other Contributions (Not Applicable)

### 2. Activity Budget (Not Applicable)

### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

### 3A. Intellectual property – research (Not Applicable)

### 3B. Creative Commons licence (Not Applicable)

### 4. Access/Monitoring/Inspection

CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

CB4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

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

### 5. Equipment and Assets

CB5.1 In this Agreement:

**Asset** means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant.

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$10,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

- (a) Nil

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

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

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$10,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item No.	Description	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost
<i>insert reference</i>	<i>[insert description of the equipment or asset]</i>		<i>[insert amount of Grant contributed to this item]</i>	<i>[insert amount of Grantees own funds contributed to this item]</i>	<i>[insert amount of other sources of funding contributed to this item]</i>	<i>[insert total amount cost of the item]</i>

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

#### 6. Specified Personnel

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

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

CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.

CB6.4 If clause CB6.2 or clause CB6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

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

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

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity N/A; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

#### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any Other Offence;

<b>Other Offence</b>	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ul style="list-style-type: none"> <li>(a) an apprehended violence or protection order made against the person;</li> <li>(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;</li> <li>(c) violence against another person or the injury, but excluding the death, of another person; or</li> <li>(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);</li> </ul>
<b>Police Check</b>	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
<b>Serious Offence</b>	means: <ul style="list-style-type: none"> <li>(a) a crime or offence involving the death of a person;</li> <li>(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;</li> <li>(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or</li> <li>(d) an attempt to commit a crime or offence described in (a) to (c);</li> </ul>
<b>Serious Record</b>	means a conviction or any finding of guilt regarding a Serious Offence; and
<b>Vulnerable Person</b>	means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## 9. Child safety

CB9.1 In this Agreement:

**Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning;

**Child-Related Personnel** means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

**Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

**Working With Children Check or WWCC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

### **Relevant checks and authority**

CB9.2 The Grantee must:

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

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

**10. Commonwealth Material, facilities and assistance (Not Applicable)**

**11. Jurisdiction (Not Applicable)**

**12. Grantee trustee of Trust**

CB12.1 In this Agreement, Trust means a trust specified in the Parties to the Agreement section of this Agreement.

CB12.2 Each of the partners of the partnership that is the Grantee warrants that:

- (a) they are the only trustees of their applicable Trust; and
- (b) they have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of their applicable Trust; and

- (c) they have entered into this Agreement for the proper administration of their applicable Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) they have the right to be indemnified out of the assets of their applicable Trust for all liabilities incurred by them under this Agreement.

CB12.3 To the extent permitted by law, each trustee of each Trust is jointly and severally liable for the performance of all obligations of the Grantee under this Agreement and a reference to the Grantee includes a reference to any one or more of the trustees.

### 13. Fraud

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

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

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

### 14. Prohibited dealings (Not Applicable)

### 15. Anti-corruption (Not Applicable)

### 16. Step-in rights (Not Applicable)

### 17. Grant Administrator (Not Applicable)

### 18. Management Adviser

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

- (a) advising the Grantee on:
  - (i) the Grantee's operations and corporate governance arrangements;
  - (ii) the management of the Activity;
  - (iii) the management of the Grantee's personnel;
- (b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
- (c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and

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(d) providing any other advice to the Grantee that the Commonwealth requires.

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

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

CB18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to provide the Commonwealth with reasons why a Management Adviser should not be appointed.

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

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

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

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

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

## 19. Indemnities

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

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage

## 20. Compliance with Legislation and policies

CB20.1 In this Agreement:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).



## 21. Work health and safety (Not Applicable)

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (Successor).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details; and
  - (ii) Assets purchased with the Grant;
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- (h) any other matter specified in the Grant Details.

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

## 23. Corporate governance

CB23.1 In this Agreement:

**Constitution** means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

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

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

### 23A. Incorporation requirement

CB23A.1 If the total value of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equals \$500,000 or more (excluding GST), and the Grantee:

- 
- (a) is not a statutory body, or a State or Local Government; and
  - (b) has not received an exemption from the incorporation requirements from the Commonwealth's Minister (or the Minister's delegate),  
then
  - (c) the Grantee must be, or become, incorporated in accordance with CB23A.2; and
  - (d) the incorporation must occur within 6 months of the execution date of the agreement (or contract variation) that resulted in the total value of all of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equalling \$500,000 or more (excluding GST).

CB23A.2 Where clause CB23A.1 applies, the Grantee must be, or become, incorporated:

- (a) if the Grantee is an Indigenous Organisation – under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); or
- (b) if the Grantee is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).

CB23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

CB23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause CB23A, it must remain so incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.

24. Counterparts (Not Applicable)

25. Employees subject to SACS Decision (Not Applicable)

26. Program interoperability with National Disability Insurance Scheme (Not Applicable)

27. Rollover of surplus and uncommitted funds (Not Applicable)

28. Secret and Sacred Indigenous Material (Not Applicable)

## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Health	
Name: (print)	s22
Position: (print)	
Signature and date:	Alq Director, Infrastructure s22 28/2/2020
Witness Name: (print)	s22
Signature and date:	28/2/2020

Full legal name of the Grantee:	The trustee for Anvia Trust & The trustee for the Aubrey Trust, trading as Pharmaceutical Rehabilitation Services (ABN 57 287 783 615)
Partner's Name & Execution:	<p>Pfeffer Pharmacy Consulting Pty Ltd, in its personal capacity and as trustee for Anvia Trust (ABN 90 785 339 704), in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:</p> <p>s47F</p> <p>..... (Signature of Director) s47F</p> <p>..... (Name of Director) s47F</p> <p>..... (Signature of Director/Company Secretary) s47F</p> <p>..... (Name of Director/Company Secretary)</p> <p>Date: 27/02/2020</p>
Witness:	<p>s47F</p> <p>..... (Signature of Witness) s47F</p> <p>..... (Name of Witness)</p> <p>Date: 27/02/2020</p>

Partner's Name and execution:	<p>Foord Pharmacy Pty Ltd, in its personal capacity and as trustee for The Aubrey Trust (71 256 046 231), in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:</p> <p>s47F</p> <p>.....</p> <p>(Signature of Director)</p> <p>s47F</p> <p>.....</p> <p>(Name of Director)</p> <p>s47F</p> <p>.....</p> <p>(Signature of Director/Company Secretary)</p> <p>s47F</p> <p>.....</p> <p>(Name of Director/Company Secretary)</p> <p>Date: 26/02/20</p>
Witness	<p>s47F</p> <p>.....</p> <p>(Signature of Witness)</p> <p>s47F</p> <p>.....</p> <p>(Name of Witness)</p> <p>Date: 26/2/20</p>

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

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

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

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

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

### 2. Payment of the Grant

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

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

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

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

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

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

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

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

### 3. Acknowledgements

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

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

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

### 4. Notices

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

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

### 5. Relationship between the Parties

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

**6. Subcontracting**

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

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

**7. Conflict of interest**

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

(a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

**8. Variation, assignment and waiver**

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

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

**9. Taxes, duties and government charges**

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

(a) are registered for GST purposes;

(b) have quoted their Australian Business Number to the other; and

(c) must notify the other of any changes to the matters covered by this clause.

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

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

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

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

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

**10. Spending the Grant**

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

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

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

## **11. Repayment**

11.1 If any amount of the Grant:

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

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

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

## **12. Record keeping**

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

## **13. Reporting**

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

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

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

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

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

## **14. Privacy**

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

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

## 15. Confidentiality

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

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

## 16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

## 17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

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

## 18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## 19. Reduction, Suspension and Termination

### 19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;



- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

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

#### 19.2 Suspension

##### 19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
  - (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
  - (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

##### 19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

#### 19.3 Termination for fault

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

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

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

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

## **20. Cancellation or reduction for convenience**

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

- (a) a change in government policy; or

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

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

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

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

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

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

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

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

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

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

## **21. Survival**

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

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

## 22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.