



Australian Government

Department of Health

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Health
and
National Prescribing Service Limited

Grant Agreement 4-BKXFUOY

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	National Prescribing Service Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	61 082 034 393
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical)	Level 7, 415A Elizabeth Street, SURRY HILLS NSW 2010
Relevant business place (if different)	
Telephone	02 8217 8700
Fax	02 9211 7578
Email	s47F

The Commonwealth

The Commonwealth of Australia represented by Department of Health
Sirius Building Furzer Street, WODEN TOWN CENTRE ACT 2606
ABN 83 605 426 759

Background

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

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

Scope of this Agreement

This Agreement comprises:

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

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

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

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

Grant Details

Organisation ID:	3-RMM59G
Agreement ID:	4-BKXFUOY
Schedule ID:	4-BKXFUP0

A. Purpose of the Grant

The purpose of the Grant is to:

The purpose of the Value in Prescribing (VIP) program's biological disease modifying anti-rheumatic drugs (bDMARDs) grant is to develop and deliver educational resources, tools and interventions to support:

- Specialist prescribers to comply with national policies and /or guidelines in the confident and effective use of medicines other than bDMARDs where it is clinically appropriate, and in accordance with the available evidence. This includes ensuring prescribers understand Pharmaceutical Benefits Scheme (PBS restrictions) and that subsidised bDMARDs are only prescribed for PBS approved services;
- the clinically appropriate use of the lowest priced bDMARDs by providing tools to alert specialist prescribers and pharmacists to the different price points across equally effective but different bDMARDs; and
- Patients (consumers) better understand their treatment, and pharmacy dispensing of bDMARDs.

The intended outcomes of the grant opportunity are to nationally:

- support best practice bDMARDs prescribing through increasing awareness and understanding amongst specialist healthcare professionals (specialists and pharmacists) of alternate bDMARDs treatment options, PBS bDMARDs restrictions, and different price points for bDMARDs medicines;
- improve health outcomes for patients, through access to better information to manage their health issues; and
- deliver efficiencies in the prescribing and dispensing of bDMARDs medicines subsidised under the PBS over the activity period.

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

The Grant is being provided as part of the Value in Prescribing Program program.

bDMARDs Program - 4-BKXFUQQ

B. Grant Activity

1. The Grantee with the Consortia will deliver the grant through multidisciplinary, multi-sector, evidence and data driven, iterative approaches to develop and implement effective strategies, addressing evidence practice gaps and optimise health and economic outcomes for bDMARD use. The Consortia will work together to develop, implement and evaluate programs to improve practices across the health sector on a national scale.

2. The Grantee will consult bDMARDs stakeholders to develop and deliver educational resources, tools and interventions to support best practice bDMARDs prescribing, dispensing and use in Australia. This will be achieved through increasing awareness and understanding amongst specialist healthcare professionals (specialists and pharmacists) and their patients (consumers) of alternate bDMARDs treatment options (including clinically effective alternate bDMARD options), PBS bDMARDs restrictions, and different price points for bDMARDs medicines. The Grantee is to deliver the grant in accordance with their grant application noting that scope of the activity excludes General Practitioners.

3. The Grantee will deliver the grant activity in phases and as approved in the activity work plan and budget. The phases are:

- Planning (including needs analysis and evaluation plan);
- Design (including development of solutions);
- Implementation/delivery; and
- Evaluation

At the completion of each phase, the Grantee is to submit a completion report, as per item E, for the Commonwealths approval prior to commencing the next phase. If required the Grantee will also provide a revised work plan and budget for approval.

4. Phases can be separated across targeted specialist clinical groups or combined with one or more focuses. The clinical environment is to include private and public hospitals, specialist practices, and supporting healthcare professionals (i.e. nurse practitioners, pharmacists, hospital and State or Territory government decision makers). The target groups must include:

- Rheumatologists (primary focus)
- Consumer disease groups
- Gastroenterologists
- Dermatologists
- Immunologists
- Oncologists

5. Tools and resources must be developed to support Item A. All tools and resources must be made available to the Commonwealth and Consortia Members in a usable format.

Tools and resources that must be developed include:

- Guidance around PBS price points for bDMARDs
- Guidance around bDMARDs PBS restrictions
- Decision-making tools and patient actions plans
- Facts sheets

- Web resources including development of a webpage.

Other tools and resources can include:

- App development;
- Webinars;
- Publication/development of articles;
- Continuing Professional Development courses.

6. The Grantee will deliver behavioural interventions and other awareness undertakings which can include:

- Educational visits for specialist prescribers (academic detailing or small group meetings)
- Programs for regional key opinion leaders or specialist ambassadors;
- Feedback reports to prescribers;
- Targeted conference attendance/presentations;
- Direct messaging to health professionals and those supporting health professionals;
- Webinars;
- Direct consumer messaging;
- Telephone support;
- Direct consumer activities.

Grant Material used to support these interventions and other awareness undertakings must be made available to the Commonwealth and Consortia Members in a usable format.

7. The Grantee will develop and apply an evaluation methodology for approval by the Commonwealth to assess grant activity impacts on outcomes detailed at Item A.

8. The Grantee will provide the Commonwealth a draft Consortia Agreement detailing the roles, tasks, financial arrangements (including in-kind contributions) between the Consortia Members delivering the grant, prior to arranging the execution of the Consortia Agreement. The Agreement must include how each member of the Consortia will utilise grant funds and provide commitment to delivering the grant Activity. The Consortia membership must include:

- The Grantee
- Australian Rheumatology Association
- Arthritis Australia
- Centre Quality Use of Medicines and Pharmacy Research, University of South Australia
- Australia & New Zealand Musculoskeletal (ANZMUSC) Clinical Trials Network
- Cochrane Musculoskeletal
- Pharmaceutical Society of Australia
- Society of Hospital Pharmacists of Australia
- Council of Australian Therapeutic Advisory Groups

9. The Grantee will contribute to, and support a Commonwealth Review of associated grant activity impacts on changes to bDMARDs prescribing clinical practices in the activities final quarter in 2022.

Performance Indicators

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

Performance Indicator Description	Measure
Deliver of PBS Savings	\$50 million across the Activity Period
Stakeholder engagement	Activity and productive engagement from all grant stakeholders.
Reporting	Delivery of Milestones by due dates
Grant Activity Review	Provision of activity materials requested by the Commonwealth.
Additional Performance Indicators will be included and agreed in each Activity Work Plan.	Additional Performance Measures will be included and agreed in each Activity Work Plan

Location Information

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

	Location Type	Name	Address
1	Direct Funded	National Prescribing Service Limited	Level 7 418A Elizabeth Street SURRY HILLS NSW 2010

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia	Australia

C. Duration of the Grant

The Activity starts on 20 June 2019.

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

The Agreement ends on 31 October 2022 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is \$8,411,999.99* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2018-2019	\$2,482,000.00
2019-2020	\$3,257,000.00
2020-2021	\$1,897,000.00
2021-2022	\$775,999.99

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

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

BSB Number	s47G
Financial Institution	
Account Number	
Account Name	

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

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Payment on Execution of the agreement	28 June 2019	\$2,482,000.00	\$248,200.00	\$2,730,200.00
Instalment 2	20 September 2019	\$814,250.00	\$81,425.00	\$895,675.00
Instalment 3	20 December 2019	\$814,250.00	\$81,425.00	\$895,675.00
Instalment 4	20 March 2020	\$814,250.00	\$81,425.00	\$895,675.00
Instalment 5	22 June 2020	\$814,250.00	\$81,425.00	\$895,675.00
Instalment 6	21 September 2020	\$474,250.00	\$47,425.00	\$521,675.00
Instalment 7	21 December 2020	\$474,250.00	\$47,425.00	\$521,675.00
Instalment 8	22 March 2021	\$474,250.00	\$47,425.00	\$521,675.00
Instalment 9	21 June 2021	\$474,250.00	\$47,425.00	\$521,675.00
Instalment 10	20 September 2021	\$258,666.67	\$25,866.67	\$284,533.34
Instalment 11	20 December 2021	\$258,666.66	\$25,866.67	\$284,533.33
Instalment 12	21 March 2022	\$258,666.66	\$25,866.67	\$284,533.33
Total Amount		\$8,411,999.99	\$841,200.01	\$9,253,200.00

Invoicing

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

Taxes, duties and government charges

Refer to Clause 9, Taxes, duties and government charges.

E. Reporting

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

Milestone	Information to be included	Due Date
Budget	Delivery of, and Commonwealth acceptance of 1st annual budget 2019-20	15 July 2019
Activity Work Plan	Delivery of, and Commonwealth acceptance of 1st annual grant activity work plan 2019-20 and 1st annual stakeholder engagement plan 2019-20	15 July 2019

Other Report	Delivery of, and Commonwealth acceptance of an executed Consortia Agreement.	31 July 2019
Performance Report	Delivery of, and Commonwealth acceptance of: 1st performance report, 1st phase report and Initial evaluation report	2 September 2019
Performance Report	Delivery of, and Commonwealth acceptance of 2nd performance report	1 December 2019
Performance Report	Delivery of, and Commonwealth acceptance of: 3rd performance report and 2nd phase report	1 March 2020
Budget	Delivery of, and Commonwealth acceptance of 2nd annual budget 201-21	2 June 2020
Performance Report	Delivery of, and Commonwealth acceptance of: 4th performance report and 3rd phase report	2 June 2020
Activity Work Plan	Delivery of, and Commonwealth acceptance of 2nd annual activity work plan 2020-21 and 2nd stakeholder engagement plan	2 June 2020
Performance Report	Delivery of, and Commonwealth acceptance of 5th performance report and interim evaluation report	1 September 2020
Financial Acquittal Report	Delivery of, and Commonwealth acceptance of 1st independently audited financial report for the 2019-20 financial year.	30 September 2020
Performance Report	Delivery of, and Commonwealth acceptance of 6th performance report	1 December 2020
Performance Report	Delivery of, and Commonwealth acceptance of 7th performance report	1 March 2021
Activity Work Plan	Delivery of, and Commonwealth acceptance of final annual activity work plan 2021-22 and final stakeholder engagement plan	1 June 2021
Performance Report	Delivery of, and Commonwealth acceptance of 8th performance report	1 June 2021
Budget	Delivery of, and Commonwealth acceptance of final annual budget 2021-22	1 June 2021
Performance Report	Delivery of, and Commonwealth acceptance of 9th performance report	1 September 2021

Financial Acquittal Report	Delivery of, and Commonwealth acceptance of 2nd Independently audited financial report for 2020-21 financial year.	30 September 2021
Performance Report	Delivery of, and Commonwealth acceptance of 10th Performance Report	1 December 2021
Performance Report	Delivery of, and Commonwealth acceptance of 11th Performance Report	1 March 2022
Final Report	Delivery of, and Commonwealth acceptance of Final Report	30 July 2022
Financial Acquittal Report	Delivery of, and Commonwealth acceptance of Final Evaluation Report and Final Independently audited financial report	30 September 2022

E.1 Performance Reports

The Grantee is required to provide satisfactory Performance Reports by the date specified in the table of milestones above. Quarterly performance reports must detail and discuss the achievements of the previous quarter against the intervals approved grant activity work plan detailed at Item E.2 and budget detailed at Item E4. (a), including issues experienced and mitigation strategies, results of any monitoring or evaluation undertaken during the period, timeliness, stakeholder engagement, total expenditure to date and anticipated activities for the upcoming six months. Any discrepancies between the approved grant activity work plan and budget must be detailed [formal requests for amendments, if required under the agreement, must be submitted separately to the report.

The Report must be tailored for each Activity listed in Item B, approved activities/tasks described in the work plans and budgets E.2, utilising the performance indicators, targets and timeframes detailed at Item B and Item E.2.

Performance reports may be followed up with a teleconference to discuss progress and issues

E.2 Activity Work Plan

(a) Annual Work Plan

The Grantee is required to provide a satisfactory Activity Work Plan annually for the Commonwealth's approval by the date specified in the milestone table above. The Activity work plan must annually include an overview by financial year of all activities listed under item B. It should include objectives, tasks, deliverables, risk management plans, communication plans and timeframes for each phase of grants delivery.

Activity work plans should specify a high degree of detail and provide performance indicators descriptions and measurable targets.

The Commonwealth may require amendments to the Annual Activity Work Plan prior to its approval.

(b) Stakeholder Engagement Plan

The Grantee is required to provide satisfactory Stakeholder Engagement Plan(s) by the date specified in the milestone table above. The Grantee must report against the Stakeholder Engagement Plan(s) in the Performance, Annual Reports and final Reports detailed at Items E1, E3 and E5 (b).

E.3 Annual Report

The Grantee is required to provide a satisfactory Stakeholder Plan by the date specified in the milestone table above. The Annual reports must detail and discuss the achievements for the preceding twelve months, issues experienced and mitigation strategies, results of any monitoring or evaluation undertaken during the interval, timeliness, stakeholder engagement, total annual expenditure, and annual assessment of performance against the performance indicators detailed at Section B. The Report must include a summary of assets and grant activity material produced during the reporting period. The Report must align

with the current Annual Activity Work Plan and Annual Budget.

E.4 Accounting for the Grant

(a) Annual Budget

The Grantee is required to provide Annual Financial Year Budgets for the Commonwealth's approval by the dates specified in the milestones table above. The Annual Budgets must include details of planned expenditure and be tailored to activities detailed in item B, and where appropriate by major deliverables and tasks. Each Annual Budget must provide a high degree of specificity.

The Commonwealth may require amendments to the Annual Budgets before approving them.

(b) Independently Audited Financial reports

The Grantee is required to provide three independently audited financial reports by the dates specified in the milestone table above. Each report will be compliant with Clause 10 of this agreement. The reports are to be in the form of an audited statement for each financial year framed against the approved annual budget, to facilitate comparative analysis. The final financial report will cover the whole activity period from execution of this agreement to the Activities completion date and will be in compliance Clause 10 of this Agreement.

E.5 Other Reports

a) Evaluation Reports

The Grantee is required to provide satisfactory Evaluation Reports. The Evaluation Report will assess the grant activity against the grant outcomes detailed at Item A.

The initial evaluation report must detail the methodology to be applied to assess grant activity impacts on:

- i. Health professional behaviour changes
- ii. patient behaviour
- iii. stewardship of the national health by quantifying savings to the PBS or other subsidy schemes
- iv. improved health outcomes and processes

The final evaluation report utilising the approved methodology must quantify, assess, detail and discuss grant activity impacts on the above listed items.

(b) Final Report

The Grantee is required to provide a satisfactory final report. A final report must provide a summary of achievements including a self-evaluation under the Grant for all activities under Item B against performance indicators and targets. The report must align with the Annual Work Plan(s), Annual Budget(s) and Phase Completion reports. The report must detail all activities, objectives, tasks, deliverables, risks managed, and achievements including meeting timeframes. The report must cover from execution of this agreement to the Activity completion date and detail the extent to which the Grant Activity in Item B has been met and their alignment to Item A.

(c) Grant Activity Review Report

The Grantee will contribute to, and support, the Commonwealth's review/report of the grant activities impact on changes to bDMARDs including prescriber's clinical behaviour.

(d) Ad Hoc Reports

The Commonwealth may ask the Grantee for ad-hoc reports on the grant activity. This may include providing a progress update, detailing significant delays or difficulties in completing the grant. This may also include provision of training and presentation materials, and providing case studies of successful grant activity interventions.

Ad hoc reports must be submitted within 30 days of written request, unless otherwise agreed.

(e) Phase Completion reports

The Grantee will provide phase completion reports, at the end of Phases a, b and c, for the Commonwealth's approval. The report will detail the consortia's achievements, rationale for their positions and decisions, and agreed plan for the next phase of grant delivery.

The Commonwealth will review the report within 30 days and provide feedback and or acceptance of the report. The Grantee must not commit grant funding to the next phase without Commonwealth acceptance of the previous phase's completion report.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47F
Position	s47F
Postal/physical address(es)	PO Box 1147. STRAWBERRY HILLS NSW 2012
Business hours telephone	s47F
Mobile	
Fax	
E-mail	s47F

Commonwealth representative and address

Name of representative	s22
Position	CGH DoH Transition - Contract Manager
Postal/physical address(es)	PO Box 9820, BRISBANE QLD 4001
Business hours telephone	Not specified
Mobile	Not specified
Fax	Not specified
E-mail	s22

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

G. Activity Material

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

Activity Item B.4: Tools and Resources Material, must be made available to the Commonwealth in a usable format.

Activity Item B.5: Interventions and other awareness undertaking Material, must be made available to the Commonwealth in a usable format.

Signatories

Organisation ID:	3-RMM59G
Agreement ID:	4-BKXFUOY

Executed as an Agreement

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

s22

s47F

(Name of Departmental Representative)

(Signature of Departmental Representative)

s22

(Position of Departmental Representative)

s47F

s47F

(Name of Witness in full)

(Signature of Witness)

27/6/2019

Signed for and on behalf of National Prescribing Service Limited, ABN 61 082 034 393 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

s47F

s47F

(Name and position held by Signatory)

(Signature)

s47F

s47F

s47F

27/6/19

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

27/6/19

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	3-RMM59G
Agreement ID:	4-BKXFUOY
Schedule ID:	4-BKXFUP0

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 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:

- (a) 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;
- (b) that is established solely for the purpose of the Activity; and
- (c) that is separate from the Grantee's other operational accounts.

3. Acknowledgements

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

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

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

4. Notices

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

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

4.3 A notice is deemed to be effected:

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

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

5. Relationship between the Parties

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

6. Subcontracting

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

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

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

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

7. Conflict of interest

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

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

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

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

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

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

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

9. Taxes, duties and government charges

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

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

9.3 The Parties acknowledge and agree that they each:

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

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

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

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

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

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

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

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

11. Repayment

11.1 If any amount of the Grant:

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

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

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

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

12. Record keeping

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

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

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

13. Reporting

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

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

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

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

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

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and

(b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

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

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

14. Privacy

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

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

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 **effect and** maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance; and
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the

time specified in the request.

17. Intellectual property

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

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

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

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

18. Dispute resolution

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

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

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

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

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

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

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

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

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

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

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

to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

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

the Commonwealth may by written notice:

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

19.2.2 If the Grantee:

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

19.3 Termination for fault

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

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

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

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

20. Cancellation or reduction for convenience

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

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

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

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

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

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

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

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

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

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

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

21. Survival

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

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);

- clause 21 (Survival);
- clause 22 Definitions; 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 Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- Agreement means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- Australian Privacy Principle has the same meaning as in the Privacy Act 1988.
- Change in the Control means any change in any person(s) who directly exercise effective control over the Grantee.
- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Commonwealth Standard Grant Conditions means this document.
- Commonwealth Purposes includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- Completion Date means the date or event specified in the Grant Details.
- Existing Material means Material developed independently of this Agreement.
- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money.
- Grantee means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Grant Details means the document titled Grant Details that forms part of this Agreement.
- Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).
- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- Party means the Grantee or the Commonwealth.
- Personal Information has the same meaning as in the Privacy Act 1988.
- Records 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 this Agreement, including the Grant Details,

and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

This document was released under the Freedom of Information Act 1982

Supplementary Terms from the Clause Bank

Organisation ID:	3-RMM59G
Agreement ID:	4-BKXFUOY
Schedule ID:	4-BKXFUP0

1. Other contributions

CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the table below:

Contributor	Nature of Contribution	Amount (incl. GST)	Timing
[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	\$(insert amount)	[insert date or Milestone to which the Other Contribution relates]

CB1.2 The Grantee must within 20 Business Days after the Date of this Agreement provide to the Commonwealth satisfactory written evidence that the Other Contributions will be provided, including the person or entity providing the contribution, the nature and value of the contribution, the due dates for each of these contributions and the terms and conditions that apply.

CB1.3 The Grantee agrees to use the Other Contributions to undertake the Activity.

CB1.4 If the Other Contributions are not provided or used in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

CB1.5 The Grantee agrees to notify the Commonwealth within 10 Business Days after entering into any arrangement under which the Grantee is entitled to receive any monetary or in-kind contributions in respect of the Activity in addition to the Other Contributions. The Commonwealth may at its discretion reduce the amount of the Grant by an amount proportionate to the value of any such additional contributions.

2. Activity budget

CB2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third parties	Total Cost
Phase 1 - Planning	Overheads	\$145,754	-	-	\$145,754
	Salary & On costs	\$140,521	-	-	\$140,521
	Travel	\$14,844	-	-	\$14,844
	Consortia support	-	-	-	-
	Payments to consortia	\$1,051,500	-	-	\$1,051,500
	Meeting costs	\$40,904	-	-	\$40,904

	Other – please specify	\$185,378	-	-	\$185,378
Phase 2 – Design	Overheads	\$292,453	-	-	\$292,453
	Salary & On costs	\$101,999	-	-	\$101,999
	Travel	\$22,078	-	-	\$22,078
	Consortia support	-	-	-	-
	Payments to consortia	\$841,200	-	-	\$841,200
	Meeting costs	\$88,058	-	-	\$88,058
	Other – please specify	\$87,601	-	-	\$87,601
Phase 3 – Implementation /Delivery	Overheads	\$723,198	-	-	\$723,198
	Salary & On costs	\$644,441	-	-	\$644,441
	Travel	\$38,826	-	-	\$38,826
	Consortia support	-	-	-	-
	Payments to consortia	\$1,682,400	-	-	\$1,682,400
	Meeting costs	\$108,079	-	-	\$108,079
	Publishing/Web design	\$895,649	-	-	\$895,649
	Other – please specify	\$508,314	-	-	\$508,314
Phase 4 - Evaluation	Overheads	\$100,395	-	-	\$100,395
	Salary & On costs	\$62,178	-	-	\$62,178
	Travel	\$5,330	-	-	\$5,330
	Consortia support	-	-	-	-
	Payments to consortia	\$630,900	-	-	\$630,900
	Other – please specify	-	-	-	-

CB2.2 Subject to sufficient Appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the table below.

Annual Capped Amounts

Financial Year	Annual Capped Amount
2018-19	\$2,482,000
2019-20	\$3,257,000
2020-21	\$1,897,000
2021-22	\$775,999.99
Total \$	\$8,412,000

CB2.3 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding that Annual Capped Amount for that financial year specified in the table under clause CB2.2.

CB2.4 In accordance with the Activity Budget under clause CB2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause CB2.6.

CB2.5 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

CB2.6 The Grantee must give the Commonwealth by:

(a) 1 February each Financial Year; or

(b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or

(c) if otherwise requested by the Commonwealth, a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and an explanation reasons for the proposed changes.

CB2.7 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause CB2.6 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

CB2.8 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

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 agrees to provide 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. Creative Commons licence

CB3.1 The licence in clause 17 includes a right for the Commonwealth to licence the Reporting Material, and any Activity Material specified in the Grant Details, to the public under a creative commons attribution licence (CC BY licence).

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 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or asset for more than \$1000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) Nil requested

CB5.2 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired in whole or in part using the Grant (**Asset**).

CB5.3 For the term of the Agreement, in relation to any Asset, the Grantee agrees to:

- (a) use the Asset solely for the purposes of the Activity;
- (b) not encumber, grant a security interest over or dispose of the Asset without the Commonwealth'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) ensure the Asset is properly insured for its full replacement value; and
- (f) obtain and maintain all required registrations and licences for the Asset.

CB5.4 The Grantee agrees to maintain a register of all Assets purchased for \$1000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost	Date of acquisition	Is the Asset owned or leased?	Date disposed of	Proceeds of any sale or disposal	Undeprciated value of asset
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantee's own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]					

CB5.5 The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be treated as part of the Grant and used for the purposes of the Activity.

CB5.6 If an Asset is lost, damaged or destroyed then, unless otherwise agreed in writing by the Commonwealth, the Grantee agrees to ensure that the Asset is promptly repaired, replaced or otherwise reinstated. This clause CB5 continues to apply to the reinstated Asset.

CB5.7 On the 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:

- Senior Program Manager, ^{s47F} management of the grant - Manage the co-ord planning and on-going day to day
- Program Manager ^{s47F} management of the grant - assist in the co-ord planning and on-going day to day
- An Expert Panel comprising of consortia members and as specified in the work plan. The panel will have a minimum of 10 members, and/or a representative from each consortia.

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 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, checks, licences or skills

CB7.1 In this Agreement:

Criminal or Court Record

means any record of any Other Offence;

Other Offence

means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c)

Police Check

means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence

means:

- (a) a crime or offence involving the death of a person;
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
- (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
- (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record

means a conviction or any finding of guilt regarding a Serious Offence;

Vulnerable Person

means:

- (a) an individual under the age of 18, or
- (b) 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.

CB7.2 The Grantee must ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated and have obtained the required qualifications, skills, permits or approvals, including those specified in the Grant Details, before performing any part of the Activity, and
- (b) continue to maintain all required qualifications, permits and approvals for the duration of their involvement in the Activity.

CB7.3 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 CB7.3 remain current for the duration of their involvement in the Activity.

CB7.4 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.

CB7.5 In undertaking a risk assessment under clause CB7.4, 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; and
- (e) any other relevant matter, and

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

CB7.6 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.

CB7.7 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.

8. Commonwealth material, facilities and assistance

CB8.1 In this Agreement, Commonwealth Material means any Material:

- (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, including the Material specified in CB8.2, but does not include Reporting Material or Activity Material.

CB8.2 The Commonwealth agrees to provide the following Material to the Grantee:

- (a) Not Applicable

CB8.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

CB8.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

CB8.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

- (a) Not Applicable

CB8.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing the Commonwealth Material.

9. Jurisdiction

CB9.1 This Agreement is governed by the law of the Australian Capital Territory.

10. Grantee trustee of trust

Not Applicable

11. Fraud

CB11.1 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.

CB11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB11.3 Within 1 month after the Activity's start date, the Grantee must in relation to the Activity:

- (a) conduct a Fraud risk assessment; and
- (b) produce a Fraud control strategy,

that complies with the Commonwealth Fraud Control Framework available at www.ag.gov.au and provide copies of the risk assessment and the strategy to the Commonwealth.

CB11.4 The risk assessment and strategy must:

- (a) cover the entire Activity, including any aspect being undertaken by any subcontractor or other person or under any other arrangement established by the Grantee relating to the Activity; and
- (b) contain appropriate fraud prevention, detection, investigation, reporting and audit processes and procedures.

CB11.5 If the Grantee becomes aware of a Fraud in relation to the performance of the Activity or any other Fraud that has had or may have an effect on the performance of the Activity, it must:

- (a) as soon as practicable:
 - (i) notify the Commonwealth; and
 - (ii) report the Fraud to all appropriate law enforcement and regulatory agencies.
- (b) within 5 Business Days, and every 5 Business Days thereafter until otherwise notified by the Commonwealth, provide a written report on the incident to the Commonwealth.

CB11.6 The written reports referred to in clause CB11.5 must include all relevant information in relation to the Fraud, including:

- (a) the name of the Activity;
- (b) the nature of the Fraud;
- (c) name of any personnel or subcontractors involved;
- (d) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
- (e) copies of relevant documents;
- (f) a nominated contact officer;
- (g) any other relevant information (for example, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
- (h) the current status of any inquiries commenced by the Grantee.

CB11.7 If the Grantee becomes aware of a Fraud referred to in CB11.5, the Grantee must, at its own cost and in consultation with the Commonwealth, investigate the Fraud based on the principles set out in the Australian Government Investigations Standards available at www.ag.gov.au and in accordance with any directions or standards required by the Commonwealth.

CB11.8 Whether the Grantee conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by the Commonwealth.

CB11.9 The Grantee must at its own expense provide all reasonable assistance with any investigation being conducted pursuant to this clause.

CB11.10 After the investigation is finished, if a suspected offender has been identified or at the direction of the Commonwealth, the Grantee must promptly report the Fraud to the appropriate law enforcement agency.

CB11.11 The Commonwealth reserves the right to:

- (a) appoint its own investigator to investigate;
- (b) require the Grantee to replace an investigator appointed by the Grantee under CB11.7 with a person nominated by the Commonwealth;

(c) conduct its own investigation of; or

(d) report to any law enforcement agency or any other person or entity the Commonwealth deems appropriate, any Fraud in relation to the Activity.

CB11.12 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.

CB11.13 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).

CB11.14 If the Grantee considers that all reasonable action has been taken to recover the funds or the property and recovery has not been achieved or recovery has only been achieved in part, the Grantee may seek approval from the Commonwealth that no further recovery action be taken.

CB11.15 This clause survives the termination or expiration of this Agreement, including with respect to any Fraud relating to the performance of this Agreement, which is not detected until after this Agreement has been terminated or has expired.

12. Step-in rights

CB12.1 If:

(a) the Commonwealth issues a notice under clause 2.2;

(b) an event in clause 19.3.1.c of the Agreement occurs; or

(c) the Grantee requests that the Commonwealth exercise its rights under this clause,

the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause CB12 and the date from which this notice will take effect (**Step In Notice**).

CB12.2 From the date specified in the Step-in Notice:

(a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;

(b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;

(c) the Commonwealth's obligation to pay the Grant is suspended; and

(d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.

CB12.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:

(a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and

(b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

CB12.4 The Commonwealth will by written notice advise the Grantee of:

(a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for

the Activity; and

(b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

13. Grant Administrator

Not Applicable

14. Management Advisor

Not Applicable

15. Indemnities

CB15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB15.2 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.

16. Compliance with Legislation and Policies

CB16.1 In this Agreement:

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

CB16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB16.3 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).

17. Work health and safety

CB17.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB17.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB17.1.

CB17.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

18. Transition

CB18.1 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**).

CB18.2 The assistance to be provided under clause CB18.1 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.

CB18.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

19. Corporate Governance

CB19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

CB19.2 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.

CB19.3 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) subject to Part VIIC of the Crimes Act 1914 (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
 - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed;
- (e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the relevant legislation.

CB19.4 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

CB19.5 If the Grantee is registered under the *Corporations Act 2001 (Cth)*, in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

CB19.6 If one of the events specified in CB19.4 or CB19.5 occurs, and without limiting clause 19.3, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

19A. Incorporation Requirement

Not Applicable

20. Counterparts

CB20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

21. Employees Subject to SACS Decision

Not Applicable