



Commonwealth Standard Grant Agreement

between the Commonwealth of Australia represented by

Department of Industry, Science and Resources

and

<Grantee>

The Commonwealth Acknowledges the Aboriginal and Torres Strait Islander Peoples throughout Australia and their continuing connection to land, water, culture and community. We pay our respects to the Elders both past and present. We acknowledge that our services are provided on many Indigenous lands. We continue to recognise that to achieve true reconciliation we need to work together with Aboriginal and Torres Strait Islander peoples, communities, staff and stakeholders to ensure that we are meeting the needs of the community.

NB: This is an example standard grant agreement intended for use with the <Program name>. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

Contents

Grant Agreement <grant number>3

Parties to this Agreement3

Background.....3

Scope of this Agreement3

Grant Details <grant number>5

 A. Purpose of the Grant5

 B. Activity.....5

 C. Duration of the Grant5

 D. Payment of the Grant.....6

 E. Reporting.....6

 F. Party representatives and address for notices.....6

 G. Activity Material7

Supplementary Terms.....8

Schedule 1: Commonwealth Standard Grant Conditions.....37

Signatures50

Commonwealth50

Grantee50

Schedule 2 Reporting requirements51

Grant Agreement <grant number>

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	<entity name>
Legal entity type (e.g. individual, incorporated association, company, partnership, etc.)	<ABR entity type>
Trading or business name	<trading name>
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	<ABN>
Australian Company Number (ACN)	<ACN>
Registered for Goods and Services Tax (GST)?	<GST status + if statement>
Date from which GST registration was effective?	<GST registered date>
Registered office address	<ABR registered address> <city> <state> <postcode>
Relevant business place	<business street address> <city> <state> <postcode>

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Science and Resources
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the 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 (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details or referenced elsewhere in the Agreement; and
- (f) any schedules or annexures to this Agreement.

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 the 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 <grant number>

A. Purpose of the Grant

The Grant is being provided as part of the <grant opportunity name> grant opportunity, further details of which are outlined in the grant opportunity guidelines.

<Grant opportunity objectives>

<Grant opportunity outcomes>

B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

Project title

<project title>

Project scope and description

<detailed project description>

Project outcomes

<project outcomes>

Final Investment Decision

The Final Investment Decision (FID) must be achieved by <negotiated date>, being no later than 18 months following execution of this Agreement.

Unless otherwise agreed by the Commonwealth in writing, failure to achieve FID by the nominated date may amount to grounds for termination of this Agreement by the Commonwealth, pursuant to clause 19.3.1(f).

C. Duration of the Grant

The Activity starts on <project start date> and ends on <project end date>, which is the **Activity Completion Date**.

The Agreement starts on <project start date/date this Agreement is executed/Conditions Precedent Satisfaction Date> and ends on <agreement end date> typically 160 days after the Activity Completion Date, which is the **Agreement End Date**.

Activity Schedule

In undertaking the Activity, the Grantee will meet the following Milestones by the due dates.

Milestone number	Milestone name and description	Due date
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>

D. Payment of the Grant

The total amount of the Grant is <grant amount> (plus GST if applicable).

The Grant, specified in the first paragraph of this Item D, will be reduced where the actual Eligible Expenditure is less than the projected Eligible Expenditure, being <insert>, so that the Grant does not exceed <grant percentage> per cent of actual Eligible Expenditure.

In no circumstances will the Grant exceed the amount specified in the first paragraph of this Item.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project, completion of Milestones as set out in the Activity Schedule and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
<Payment trigger>	<insert amount>	<insert date>
<Payment trigger>	<insert amount>	<insert date>
Total	<total grant amount>	

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.

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

<reporting table>

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	<primary contact name>
Position	<primary contact position>

Address	<primary contact address>
Business hours telephone	<phone number>
Mobile	<mobile phone>
Email	<email address>

Commonwealth representative and address

Name of representative	<CSM name>
Position	<CSM position>
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	<CSM physical address> If blank 10 Binara Street CANBERRA ACT 2600
Business hours telephone	<CSM phone>
Email	<Program email address>

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

Supplementary Terms

ST1. Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of Contribution	Amount (GST exclusive)	Timing
Grantee	< insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc>	\$<insert amount>	<project end date>
<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>
Total		\$<total other contributions>	

ST1.2 The Grantee must within 30 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.

ST1.3 The Grantee agrees to use the Other Contributions to undertake the Activity.

ST1.4 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.

ST1.5 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.

ST2. Activity Budget

ST2.1 In this Agreement, Appropriation means money drawn from the Consolidated Revenue Fund.

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

<budget table>

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

Annual Capped Amounts

Financial year	Annual capped amount (GST excl)
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
Total	\$<total grant amount>

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 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.

ST2.7 The Grantee must give the Commonwealth:

- (a) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (b) 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 explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 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.

ST2.10 The Grantee acknowledges and agrees that:

- (a) where, at the Activity Completion Date, the actual Eligible Expenditure incurred by the Grantee and agreed with the Commonwealth is less than the expected Eligible Expenditure set out in clause ST2.2, the Commonwealth will use the amount of the actual Eligible Expenditure to calculate the Grantee's final Grant entitlement under this Agreement;

- (b) the Commonwealth will calculate the Grantee's final Grant entitlement by reference to the percentage of actual Eligible Expenditure set out at Item D of the Grant Details; and
- (c) the Grantee agrees that where it has received an amount of the Grant greater than the Grantee's final Grant entitlement calculated in accordance with this clause ST2.10, this will be considered an overpayment for the purposes of this Agreement and the amount will be additional to the Grantee's entitlements under this Agreement.

ST3. Intellectual property in Activity Material

Not applicable

ST4. Access/monitoring/inspection

ST4.1 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.

ST4.2 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 ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

ST5. Equipment and Assets

ST5.1 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, excluding Activity Material and Intellectual Property Rights.

Dispose has the same meaning as that term has in clause ST27.1.

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$250,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

<insert list of approved equipment and Assets table>

ST5.3 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.

ST5.4 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) obtain and maintain good title to the Asset (other than Assets which the Grantee leases);
- (c) subject to clause ST27, not encumber or Dispose of the Asset without the Commonwealth's prior written approval;

- (d) hold the Asset securely and safeguard it against theft, loss, damage, or unauthorised use;
- (e) maintain the Asset in good working order;
- (f) ensure the Asset is properly insured for its full replacement value;
- (g) be fully responsible for, and bear all risks relating to, the use or Disposal of the Asset;

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	Undepreciated value of asset
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]	[insert]	[insert]	[insert]	[insert]	[insert]

- (h) maintain an Asset register (as specified by the Commonwealth) and provide a copy of such register to the Commonwealth upon request; and
- (i) obtain and maintain all required registrations and licences for the Asset.

ST5.5 The Grantee agrees to maintain a register of all Assets with a value of \$250,000 (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 and within 30 days of expiry or termination of the Agreement.

ST5.6 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.

ST5.7 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 ST5 continues to apply to the reinstated Asset.

ST6. Specified Personnel

ST6.1 The Grantee agrees that the following personnel (Specified Personnel) be involved in the Activity as set out below:

<specified personnel>

ST6.2 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.

ST6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.

ST6.4 If clause ST6.2 or clause ST6.3 applies, the Grantee will provide replacement personnel acceptable 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. As part of this replacement process, the Grantee will ensure that the exiting Specified Personnel provide the Grantee with the requisite level of information for continuity of knowledge and continued performance of the Agreement by the Grantee.

ST7. Relevant qualifications, licences, permits, approvals or skills

ST7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (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, including:
 - (i) <activities and qualifications>
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement in the Activity.

ST8. Vulnerable Persons

ST8.1 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 knows the person has resided in;

Serious means:

Offence

- (e) a crime or offence involving the death of a person;
- (f) 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;

ST8.2 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

(a) an attempt to commit a crime or offence described in (a) to (c);

**Serious
Record**

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

**Vulnerable
Person**

means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

ST8.2 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 to 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 ST8.2 remain current for the duration of their involvement in the Activity.

ST8.3 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.

ST8.4 In undertaking a risk assessment under clause ST8.3, 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.

ST8.5 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.

ST8.6 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.

ST9. Child safety

ST9.1 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://humanrights.gov.au/our-work/childrens-rights/projects/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

ST9.2 The Grantee must

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described;
- (b) ensure that Working With Children Checks obtained in accordance with this clause ST9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses ST9.2(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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

ST9.3 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 ST9.3;
- (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 ST9.3;
 - (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;
- (f) provide the Commonwealth with an annual statement of compliance with clauses ST9.2 and ST9.3, in such form as may be specified by the Commonwealth; and
- (g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses ST9.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

ST9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause ST9.

ST9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause ST9;
- (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 ST9; 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 ST9.

ST10. Commonwealth Material, facilities and assistance

ST10.1 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 ST10.2, but does not include Reporting Material or Activity Material.

ST10.2 The Commonwealth agrees to provide the following Material to the Grantee:

- (a) Not applicable

ST10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

ST10.4 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.

ST10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

- (a) Not applicable

ST10.6 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.

ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 The Grantee warrants that:

- (a) they are the only trustees of the 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 the Trust; and
- (c) they have entered into this Agreement for the proper administration of the 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 the Trust for all liabilities incurred by it under this Agreement.

ST12.3 Each trustee of the Trust is jointly and severally liable for the performance of this Agreement and a reference to the Grantee includes a reference to any one or more of the trustees.

ST13. Fraud

ST13.1 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.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 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.

ST13.4 The Fraud 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.

ST13.5 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 in writing; 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.

ST13.6 The written reports referred to in clause ST13.5 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.

ST13.7 If the Grantee becomes aware of a Fraud referred to in ST13.5, 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.

ST13.8 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.

ST13.9 The Grantee must at its own expense provide all reasonable assistance with any investigation being conducted pursuant to this clause.

ST13.10 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.

ST13.11 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 ST13.8 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,
- (e) any Fraud in relation to the Activity.

ST13.12 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.

ST13.13 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).

ST13.14 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.

ST13.15 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.

ST14. Prohibited dealings

ST14.1 In this Agreement

Listed Terrorist Organisation means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth). This list is available at: <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>

Consolidated List means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the *United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth). This list is available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>;

World Bank Listing of Ineligible Firms and Individuals means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

ST14.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:

- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
- (b) are not, and do not become a Listed Terrorist Organisation;
- (c) are not, and do not become listed on the Consolidated List;
- (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
- (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in ST14.2 (b) to (d); and
- (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in ST14.2 (b) to (d).

ST14.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause ST14.

ST15. Anti-corruption

ST15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

ST15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

ST15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

ST16. Step-in rights

ST16.1 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 ST16 and the date from which this notice will take effect (**Step In Notice**).

ST16.2 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.

ST16.3 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.

ST16.4 The Commonwealth will by written notice advise the Grantee of:

- (a) the date upon which the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the amount of the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

ST17. Grant administrator

ST17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

ST17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

ST17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

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

ST17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

ST17.5 The Grantee agrees to:

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

ST17.6 A Grant Administrator that provides a report to the Commonwealth:

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

ST17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

ST18. Management Adviser

ST18.1 If the Commonwealth issues a notice under clause 2.2, the Commonwealth may at its own discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (**Management Adviser**), which may include:

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

ST18.2 The Commonwealth will give the Grantee notice of the appointment of a Management Adviser that specifies:

- (a) the proposed period of the appointment;
- (b) the 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.

ST18.3 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 ST18.2 to provide the Commonwealth with reasons why a Management Adviser should not be appointed.

ST18.4 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.

ST18.5 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.

ST18.6 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.

ST18.7 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.

ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss, damage, cost, expense or liability (including but not limited to legal costs on a solicitor and own client basis) arising under or in connection with the Activity, including but not limited to:

- (a) the carrying out of Works or services by the Grantee (including its subcontractors or Project Participants), or the supply of goods, in connection with the Activity;
- (b) the Materials (including the use of the Materials by the Commonwealth or its personnel) infringing or allegedly infringing the Intellectual Property Rights or moral rights of any person;
- (c) any breach of this Agreement by the Grantee; or
- (d) any negligent, wrongful or unlawful act or omission on the part of the Grantee, its Personnel or subcontractor or Project Participant.

ST19.2 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.

ST20. Compliance with Legislation and policies

ST20.1 In this Agreement:

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

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST20.3 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).

ST20.4 Without limiting clauses ST20.2 and ST20.3, in carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) The Australian Government's Work Health and Safety Accreditation Scheme¹ (the Scheme).
- (b) the *Workplace Gender Equality Act 2012* (**WGE Act**), where the Grantee is a 'relevant employer' as defined in the WGE Act;
- (c) the Community Benefit Principles (**CBPs**), as outlined in the Future Made in Australia (**FMA**) agenda;
- (d) The Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (ATSIHP Act)
- (e) relevant state and/or territory Environmental Protection Acts
- (f) Australian Industry Participation (AIP) Plan
- (g) Code for the Tendering and Performance of Building Work 2016 (Building Code 2016)
- (h) Australian Government Building and Construction WHS Accreditation Scheme (WHS Scheme)

ST21. Work health and safety

ST21.1 The Grantee agrees to ensure that it:

- (a) 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 **WHS Law**), and not do or allow to be done, or omit or allow to be omitted, anything which may result in the Commonwealth being in breach of WHS Law;
- (b) immediately notify the Commonwealth of any notifiable incident under WHS Law, accidents, injuries, or damage to property of a serious nature that occurs in connection with the Activity (**WHS Notifiable Incident**);
- (c) cooperate with the Commonwealth as required in relation to any WHS Notifiable Incident; and
- (d) ensure that contracts with any subcontractors, Project Participants, consultants or other persons participating in the Activity contain those provisions necessary to enable the Grantee to comply with its obligations under this clause ST21.

ST21.2 In relation to a WHS Notifiable Incident, if requested by the Commonwealth, the Grantee agrees to provide to the Commonwealth copies of:

- (a) any investigation report on the causes and effects of, and corrective and preventative actions arising from, the incident and, provide updates on the status of any such actions as reasonably required by the Commonwealth; and
- (b) any 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 ST21.1.

ST21.3 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

¹ The Work Health and Safety Accreditation Scheme can be found at <https://www.fsc.gov.au/what-accreditation-1>

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.

ST21.4 Where the Grantee, a Project Participant or its subcontractor undertakes Building Work in carrying out the Activity, to the extent required by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) (**WHS Accreditation Scheme**), the Grantee must, and in accordance with applicable requirements of the WHS Accreditation Scheme:

- (a) procure and maintain any required accreditation (including as required with respect to its subcontractors or Project Participants); and
- (b) ensure the Commonwealth is kept updated as to the status of any such accreditation, including with respect to its subcontractors or Project Participants for the Activity.

ST22. Transition

ST22.1 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**).

ST22.2 The assistance to be provided under clause ST22.1 may include, amongst other things:

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

ST22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

ST23. Corporate Governance

ST23.1 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.

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 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.

ST23.4 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.

ST23.5 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.

ST23.6 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.

ST23.7 If one of the events specified in ST23.5 or ST23.6 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.

ST23A. Incorporation requirement

ST23A.1 If 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 ST23A.2; and
 - (d) the incorporation must occur as a condition precedent to the execution of the agreement.

ST23A.2 Where clause ST23A.1 applies, the Grantee must be, or become, incorporated:

- (a) if the Grantee is an Indigenous Organisation – under the CATSI Act; or
- (b) if the Grantee is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).

ST23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of the CATSI Act.

ST23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause ST23A, it must remain so incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.

ST24. Counterparts

ST24.1 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.

ST25. Rollover of Surplus and Uncommitted Funds

ST25.1 In this Agreement:

Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

ST25.2. The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

ST25.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

ST25.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

ST25.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

ST25.6 This clause survives the termination or expiry of the Agreement.

ST26. Secret and Sacred Indigenous Material

ST26.1 In this clause:

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

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

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

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

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

ST26.2 The parties agree that, for the purposes of this Agreement:

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

ST26.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

ST27. Designated Use

ST27.1 In this clause ST27:

Activity Period means the period commencing from the date this Agreement is executed by the last party and ending on the Activity Completion Date;

Asset has the same meaning as that term has in clause ST5.1;

Designated Use means in respect of an Asset for the following use *<insert use>*;

Designated Use Period means the period starting on *<insert commencement date>* and ending *<at least 5>* years later; and

Dispose means to sell, mortgage or encumber, lease or sublease, assign or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts.

ST27.2 The Grantee undertakes:

- (a) for the Designated Use Period:
 - i. to use the Assets for the Designated Use;
 - ii. to ensure the Assets, are not left unused or unoccupied for a period in excess of 4 weeks without first obtaining the written consent of the Commonwealth (such consent may be withheld at the Commonwealth's discretion); and
 - iii. not to use the Assets, or permit the Assets to be used for any purpose other than the Designated Use, without first obtaining the written consent of the Commonwealth (such consent may be withheld at the Commonwealth's discretion); and
- (b) at all times during the Activity Period and the Designated Use Period:
 - i. subject to clause ST27.5, not to grant or Dispose of any interest in the Assets, and to ensure that any interests in the Assets are not granted or Disposed of, without first obtaining the Commonwealth's consent in writing (such consent may be withheld at the Commonwealth's discretion);
 - ii. to hold all Assets and safeguard them against theft, loss, damage or unauthorised use;
 - iii. to maintain all Assets in good working order;
 - iv. to be fully responsible for, and bear all risk arising in relation to the Assets; and
 - v. to maintain all insurances in respect of any Assets.

ST27.3 Without limiting the Commonwealth's rights under this Agreement or otherwise at law or in equity, if:

- (a) the Agreement terminates prior to the end of the Designated Use Period; or
- (b) within the Activity Period or the Designated Use Period the Commonwealth is satisfied that the Grantee has failed to comply with any of its obligations under clause ST27.2 or ST30.2,

the Commonwealth may by written notice to the Grantee require the Grantee to repay to the Commonwealth the relevant amount calculated according to the following formula:

$$\text{Repayment} = G - (G \times Y / DUP)$$

where:

G is the total of all Grant amounts paid by the Commonwealth to the Grantee plus any interest earned on those Grant amounts, but excluding all monies that have been previously recovered from the Grantee by the Commonwealth for the Activity at the date that the formula is applied;

Y is the number of completed years since the commencement of the Designated Use Period (or if the Designated Use Period has not yet commenced Y is zero); and

DUP is the number of years in the Designated Use Period.

The Grantee must pay to the Commonwealth the amount set out in the notice, within 20 Business Days of the date of the Commonwealth's notice. If the Grantee fails to make payment within 20 Business Days, the Commonwealth may recover the amount specified in its notice as a debt due from the Grantee.

ST27.4 The Grantee acknowledges and agrees that:

- (a) the amounts payable by the Grantee under clause ST27.3 represent a genuine and reasonable pre-estimate of the loss to the Commonwealth; and
- (b) the Grantee releases the Commonwealth from all claims arising out of or in connection with the Commonwealth's rights under clause ST27.3.

ST27.5 Notwithstanding clause ST27.2, the Grantee may, at any time, Dispose of any Asset of a value less than \$500,000 without the Commonwealth's prior approval where it relates to:

- (a) the Disposal of obsolete or redundant vehicles, plant and equipment;
- (b) a Disposal of an Asset for the purposes of replacing that Asset; or
- (c) where that Disposal is necessary for the maintenance of other Assets.

Any proceeds from the Disposal must be used for the Activity.

ST27.6 If any Asset is lost, damaged or destroyed, the Grantee must reinstate or replace the Asset, including by using the proceeds of insurance, without using the Grant and this clause ST27 continues to apply to the reinstated or replaced Asset.

ST27.7 This clause ST27 survives the termination or expiry of the Agreement.

ST28. Security

ST28.1 The Grantee shall, prior to the commencement of this Agreement, grant or procure the grant to the Commonwealth of Security including, but not limited to, over any right, title, interest, property or asset as the Commonwealth determines in its discretion pursuant to agreements or deeds in a form acceptable to the Commonwealth.

ST28.2 This clause ST28 survives the termination or expiry of the Agreement.

ST29. Additional Project Participant, subcontracting and third party obligations

ST29.1 In this clause ST29:

Asset has the same meaning as that term has in clause ST5.1.

Change in Control has the same meaning as that term has under clause ST30.1.

Project Participant has the same meaning as that term has under clause ST30.1.

ST29.2 The Grantee must:

- (a) not without the written approval of the Commonwealth subcontract its obligations under this Agreement if the value of the subcontract is greater than \$80,000; and
- (b) not permit any third party, other than a Project Participant (if any) with who it has an agreement to spend any part of the Grant.

ST29.3 If there are Project Participants, the Grantee must:

- (a) ensure that Project Participants do not spend any part of the Grant paid to the Project Participants by the Grantee other than for the purpose of performing the

Activity (as applicable to that Project Participant) in accordance with the requirement of this Agreement;

- (b) ensure its agreement with each Project Participant will not conflict with or detract from the rights and entitlements of the Commonwealth under this Agreement;
- (c) ensure that its agreement with each Project Participant includes a requirement for the Project Participant to act in a manner that is consistent with, and enables the Grantee to give effect to, all of the Grantee's obligations under this Agreement. Without limiting the breadth of this clause ST29.3(c), each agreement with a Project Participant must:
 - i. specify the amount of the Grant to be provided by the Grantee to the Project Participant for the Activity as well as the role of, and any financial or in-kind contribution to be provided by, the Project Participant for the Activity;
 - ii. require the Project Participant to repay to the Grantee any amount of the Grant provided by the Grantee to the Project Participant for the Activity that the Project Participant has not spent on the Activity, or otherwise on termination or expiry of this Agreement;
 - iii. require the Project Participant to provide the Grantee with the information that the Grantee requires to provide the reports required under this Agreement;
 - iv. require the Project Participant to provide the Commonwealth with the access specified in clause ST4 of this Agreement;
 - v. require the Project Participant to comply with all applicable laws; and
 - vi. comply with and give effect to clauses ST4 (Access/monitoring/inspection), ST5 (Equipment and Assets), ST7 (Relevant qualifications, licences, permits, approvals or skills), ST9 (Child Safety), ST13 (Fraud), ST14 (Prohibited Dealings), ST15 (Anti-corruption), ST19 (Indemnities), ST20 (Compliance with Legislation and policies), ST21 (Work health and safety), ST26 (Australian Industry Participation plan, Executive Summary and Implementation Reports(s)), ST27 (Designated Use), ST29 (Additional Project Participant, subcontracting and third party obligations), ST30 (Change in Control), ST34 (Works), ST35 (Modern Slavery), 3 (Acknowledgements), 7 (Conflicts of Interest), 12 (Record keeping), 13 (Reporting and liaison), 14 (Privacy), 15 (Confidentiality), 16 (Insurance), 17 (Intellectual property), 19 (Reduction, Suspension and Termination) and 20 (Cancellation or reduction for convenience).

<The Commonwealth may require a direct deed between a Project Participant and the Commonwealth in some circumstances (in a form acceptable to the Commonwealth).>

ST29.4 The Grantee:

- (a) is responsible for any Assets acquired or created with the Grant by a third party (including any Project Participant) and must ensure that the third party (including any Project Participant) complies with clauses ST5 and ST27 in relation to such Assets;
- (b) must provide details in its project expenditure report (Schedule 2) of any Assets that are acquired or created with the Grant by a third party (including any Project Participant);

- (c) must obtain the Commonwealth's prior written consent if a third party (including any Project Participant) acquires or creates Assets with the Grant and the amount the Assets are obtained for is equal to or more than <insert>; and
- (d) must if requested by the Commonwealth, procure a third party mentioned in clause ST29.4(c) to enter into an agreement with the Commonwealth in relation to such Assets on terms specified by the Commonwealth.

ST29.5 This clause ST29 survives the termination or expiry of the Agreement.

ST30. Change in Control

ST30.1 In this clause ST30:

Change in Control means in relation to the Grantee, Project Participant (if any) or Guarantor (if any), where the ability to exercise or power to control, directly or indirectly:

- (a) more than 20% of the voting power of the Grantee, Project Participant or Guarantor;
 - i. the composition of the board of directors of the Grantee, Project Participant or Guarantor;
 - ii. the ability to exercise appoint or remove a majority of directors of the Grantee, Project Participant or Guarantor;
 - iii. decision making, in relation to the financial and operating policies of the Grantee, Project Participant or Guarantor;
 - iv. any change in any person(s) who exercise effective control over the Grantee, Project Participant or Guarantor;
 - v. more than 20% of the issued share capital of the Grantee, Project Participant or Guarantor; or
 - vi. resides with persons other than those holding that power on the date this Agreement commenced.

Designated Use Period has the same meaning as that term has under clause ST27.

Project Participant means each of the entities listed in Item H of the Grant Details and any additional entities that the Commonwealth approves as a Project Participant in writing to the Grantee.

ST30.2 During the period commencing on the date of execution of this Agreement until the later of the Agreement End Date, the Activity Completion Date and the last day of the Designated Use Period, the Grantee must:

- (a) seek the Commonwealth's prior written consent to any proposed Change of Control in relation to any of the Grantee, Project Participant (if any) or Guarantor (if any) by providing notice to the Commonwealth at least 20 Business Days before the proposed Change of Control is to occur; and
- (b) obtain the Commonwealth's prior written consent prior to a Change in Control in any of the Grantee, Project Participant (if any) or Guarantor (if any).

ST30.3 If:

- (a) the Grantee fails to notify the Commonwealth under clause ST30.2; or

- (b) there is a Change of Control in relation to any of the Grantee, Project Participant (if any) or Guarantor (if any) and the Commonwealth does not provide written consent to the Change of Control under clause ST30.2(b),

the Commonwealth may, at its discretion and without limitation to any other right or remedy it may have:

- (c) reduce the scope of this Agreement under clause 19.1;
- (d) terminate this Agreement in accordance with clause 19.3.1(a); or
- (e) require repayment of Grant amounts in accordance with clause ST27.3.

ST30.4 This clause ST30 survives the termination or expiry of the Agreement.

ST31. Guarantee

ST31.1 The Grantee shall, prior to the commencement of this Agreement, provide the Commonwealth with deeds of guarantee in the form of Schedule 5 executed by each of the Guarantors.

ST31.2 This clause ST31 survives the termination or expiry of the Agreement.

ST32. Conditions Precedent

ST32.1 Other than as set out in clause ST32.5, this Agreement has no effect unless, on or before the **(Conditions Precedent Satisfaction Date)**, all of the Conditions Precedent are either fulfilled or waived in accordance with this clause ST32. If the Grantee fails to satisfy the Conditions Precedent by the Conditions Precedent Satisfaction Date neither Party will have any liability to the other Party arising out of or in connection with this Agreement.

ST32.2 The conditions precedent to this Agreement coming into effect are:

- (a) compliance with ST23A; and
- (b) <insert>.

(Conditions Precedent).

ST32.3 The Grantee acknowledges and agrees that it must not submit a request for payment of the Grant, and the Commonwealth is not obliged to pay the Grantee any amount of the Grant, until the Grantee satisfies all of the Conditions Precedent. The Conditions Precedent must be in a form and substance satisfactory to the Commonwealth.

ST32.4 The Grantee must submit its satisfaction of all of the Conditions Precedent to the Commonwealth on or before the <insert date> **(Conditions Precedent Submission Date)**. The Grantee must:

- (a) submit the Conditions Precedent satisfaction promptly, and in any event, on or before the Conditions Precedent Submission Date;
- (b) satisfy all of the Conditions Precedent on or before the Conditions Precedent Satisfaction Date; and
- (c) notify the Commonwealth in writing upon submitting the Conditions Precedent satisfaction.

ST32.5 Within 10 Business Days of receipt of a notice under clause ST32.4 (or such other period as may be agreed), the Commonwealth must provide written notice to the Grantee confirming that the Conditions Precedent:

- (a) have been satisfied by the Grantee in accordance with this Agreement;
- (b) waived by the Commonwealth; or
- (c) have been rejected by the Commonwealth, if it considers, acting reasonably, that the Conditions Precedent submission does not satisfy all the Conditions Precedent requirements, in which case:
 - i. the Commonwealth must provide written reasons for the rejection;
 - ii. the Grantee must, within 5 Business Days, resubmit the Conditions Precedent satisfaction in a form that addresses the reasons for the rejection; and
 - iii. the Commonwealth may accept or reject the Conditions Precedent within 5 Business Days of receiving the reissued Conditions Precedent.

ST32.6 Any Condition Precedent may be waived only by express written waiver by the Commonwealth and any such waiver may be made subject to any conditions specified by the Commonwealth in that waiver.

ST32.7 This clause ST32 and clauses ST4, 4, 15, 18 have effect from the date this Agreement is executed by the last Party to do so.

ST33. Representations and Warranties

ST33.1 The Grantee represents and warrants that:

- (a) **(transaction permitted)**: it will not be breaching any law, authorisation, or agreement by signing or performing this Agreement;
- (b) **(no misleading information)**: all information provided to the Commonwealth (including in the Grantee's application for the Grant) is true, correct, and complete in all material respects and is not misleading;
- (c) **(conflicts of interest)**: except as otherwise disclosed in writing to the Commonwealth, to the best of its knowledge after making diligent enquiry, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;
- (d) **(employee entitlements)**: it is not subject to any judicial decision against it, relating to employee entitlements (not including decisions under appeal) where it has not paid the claim;
- (e) **(Intellectual Property)**:
 - i. the use or development of the licensed Materials by the Grantee to undertake the Activity; and
 - ii. the Commonwealth's use of the licensed Materials as contemplated in accordance with the requirements of this Agreement, will not infringe the Intellectual Property Rights or Moral Rights of any person;
- (f) **(legal capacity)**: it has full legal capacity to own its own property, undertake the Activity and enter into this Agreement, and to carry out the transactions that each of these contemplate;
- (g) **(financial capacity)**: it has, or will have, sufficient funds to complete the Activity;
- (h) **(insolvency)**: no Insolvency Event has occurred, and there are no reasonable grounds to suspect that an Insolvency Event will occur, in respect of the Grantee;

- (i) **(Sanctions)**: it is compliant with any Australian Government sanctions and will remain so for the term of this Agreement;
- (j) **(Applicable Guidelines)**: it has complied with the grant opportunity guidelines in connection with the Activity; and
- (k) **(qualifications)**: the Grantee, its Personnel, Project Participants and subcontractors have the necessary experience, skill, knowledge, expertise and competence to undertake the Activity, will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Activity and are fit and proper people.

ST33.2 The representations and warranties in clause ST33.1 will, unless otherwise specified, be made on the signing of this Agreement by the Grantee, and be repeated on each date the Grantee:

- (a) submits an invoice to the Commonwealth; and
- (b) receives payment of the Grant.

ST33.2 The Grantee acknowledges and agrees that the Commonwealth has entered into this Agreement and performs this Agreement in reliance on the representations and warranties in clause ST33.1.

ST34. Works

ST34.1 In this clause ST34:

Approval includes any consent, authorisation, registration, filing, agreement notification, certificate, permission, licence, approval, permit, authority or exemption issued by, from or with any Property Authority.

Certificate of Occupancy means a certificate issued by the Proper Authority that provides such certificates confirming that the relevant Works comply with all relevant laws, Approvals and other requirements and are fit for the purpose of occupancy and use for the Designated Use.

Proper Authority includes any government, governmental or semi-governmental authority, agency, instrumentality, council or other legal entity with legislative authority which has jurisdiction or authority over or in connection with the Works, or the Designated Use.

Works means that part of the project which relates to the design, construction, modification, expansion, refurbishment or fit-out (as the case may be) and related activities at the property, as contemplated by the project.

ST34.2 The Grantee must ensure the design of the Works:

- (a) is conducted with the level of skill and care of a prudent and competent design professional;
- (b) complies with the regulatory requirements of the relevant State or Territory and local government in the jurisdiction in which the Works are to be conducted;
- (c) are fit for the purpose of the Designated Use on and from the date of completion for the Works, and throughout the Designated Use Period; and
- (d) complies with all laws and required Approvals.

ST34.3 The Grantee must deliver the following documents to the Commonwealth no later than the date specified in the Activity schedule:

- (a) drawings and specifications for the Works which contain sufficient details and definition to enable a competent builder to construct the Works without further determination as to form, quality or quantity;
- (b) development Approval; and
- (c) land owner approval.

ST34.4 The Grantee must ensure that a Certificate of Occupancy is issued in respect of the Works once complete and no later than the date specified in the Activity schedule. The Grantee must provide to the Commonwealth a copy of the Certificate of Occupancy in respect of the Works.

ST34.5 The Grantee must obtain all Approvals for:

- (a) the construction of the Works; and
 - (b) the use of the Works for the Designated Use during the Designated Use Period,
- and must deliver a copy of each Approval to the Commonwealth promptly on request.

ST34.6 The Grantee must ensure that the Works are carried out:

- (a) in accordance with the Approvals for the Works;
- (b) in accordance with all laws applicable to the Works;
- (c) diligently, effectively and to a high professional standard;
- (d) to high professional standards of occupational health and safety; and
- (e) so as to ensure that the Works will be fit for purpose of the Designated Use.

ST34.7 The Grantee is fully responsible for the performance of the Works and for ensuring compliance with the requirements of this Agreement and all Laws, and will not be relieved of that responsibility because of any:

- (a) involvement by the Commonwealth or any third party in the performance of the Works;
- (b) payment of the Grant made to the Grantee on account of the Works; or
- (c) subcontracting of all or any part of the Works.

ST34.8 The Grantee accepts all risks in respect of, and the Commonwealth does not accept any risk for, the conduct of the Works, including, without limitation, all risks of, and associated with, the design, construction and commissioning of the Works, and the risk of the actual cost of the design, construction and commissioning of the Works being greater than anticipated.

ST34.9 The Grantee must not permit, create or grant, or enter into any agreement to permit, create or grant, any restrictive covenants, restriction on use, easements, encumbrances, interests, mortgages, caveats, leases or rights affecting the Property or the Grantee's interest in the Property or Dispose of the Property after the date of this Agreement, without first obtaining the written consent of the Commonwealth.

ST35. Modern Slavery

ST35.1 In this clause ST35:

Guiding Principles on Business and Human Rights means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect,

Respect and Remedy" Framework available at
https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf.

Modern Slavery has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

ST35.2 The Grantee must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the Activity.

ST35.3 If at any time the Grantee becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Activity, the Grantee must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

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.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the [National Redress Scheme](#)² set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

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

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

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

2.3 A notice under clause 2.2 will contain the reasons 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 the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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.

² The National Redress Scheme can be found at <https://www.nationalredress.gov.au>

4. Notices

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

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

5. Relationship between the Parties

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

6. Subcontracting

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

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

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 30 days after the Activity Completion Date, and at least every 12 months during the term of the Agreement, 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 registered under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand;

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, including but not limited to, activities undertaken outside of the Activity schedule timeframe specified in Item C of the Grant Details (except where such activities have been approved in writing by the Commonwealth to occur outside of the specified timeframe); or
- (b) is additional to the requirements of the Activity; or
- (c) is additional to the Grantee's entitlements under this Agreement.

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 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 Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting and liaison

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 information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

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

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

14. Privacy

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

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

- (a) conduct a risk assessment to identify the risk associated with undertaking the Activity: and
- (b) effect and maintain adequate and appropriate insurance to mitigate the risks identified in the risk assessment prepared under clause 16.1(a).

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 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.

18. Dispute resolution

18.1 A Party must comply with this clause 18 in relation to any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination (**Dispute**) before starting legal proceedings except proceedings for urgent interlocutory relief. In the event that a Party has sought or obtained any urgent interlocutory relief, that Party must follow this clause 18.

18.2 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.

18.3 Unless clause 18.4 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a Dispute exists.

18.4 The Parties may agree to suspend performance of the Agreement pending resolution of the Dispute.

18.5 A Party claiming a Dispute has arisen must give the other Party to the Dispute a notice setting out details of the Dispute (**Notice of Dispute**).

18.6 Within 10 Business Days after a Notice of Dispute is received (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use all reasonable endeavours through a meeting of senior management (or their nominees) to resolve the Dispute.

18.7 If the Dispute is not resolved within 10 Business Days under clause 18.6, the Dispute shall be referred to a mediator upon either Party's request. If the Parties cannot agree on a mediator within 7 days after the request, the chair of the Resolution Institute or the chair's nominee will appoint a mediator.

18.8 Unless agreed by the mediator and the Parties, the mediation must be held within 21 days after the request for mediation in clause 18.7.

18.9 The Parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

18.10 Any information or documents disclosed by a Party under this clause 18 must be kept confidential and may only be used to attempt to resolve the Dispute.

18.11 Each Party must pay its own costs in complying with this clause 18, and the Parties will share equally the cost of any mediator.

18.12 A Party may terminate the dispute resolution process by giving notice to the other Party after it has complied with clauses 18.1 to 18.9. Clauses 18.1 to 18.10 survive termination of the dispute resolution process.

18.13 If a Party breaches any clauses from clause 18.1 to 18.9, the other Party does not have to comply with those clauses in relation to the Dispute.

18.14 For the purpose of this clause 18, a Dispute does not include a dispute arising in relation to the Commonwealth suspending payment of the Grant, reducing the amount of an instalment of the Grant, or terminating this Agreement under clause 19, or reducing the scope of the Activity under Item B of the Grant Details.

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 this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (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; or
- (d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3; or
- (e) failed to achieve a Milestone by the Milestone due date; or
- (f) failed to achieve FID by the date set in Item B of the Grant Details (or later date as agreed with the Commonwealth); or
- (g) the Grantee fails to comply with any of the following provisions:
 - (i) clause ST3 (Intellectual property in Activity Material);
 - (ii) clause ST4 (Access/monitoring/inspection);
 - (iii) clause ST5 (Equipment and Assets);
 - (iv) clause ST13 (Fraud);
 - (v) clause ST14 (Prohibited Dealings);
 - (vi) clause ST15 (Anti-corruption);
 - (vii) clause ST21 (Work health and safety);
 - (viii) clause ST27 (Designated Use);
 - (ix) clause ST28 (Security);
 - (x) clause ST30 (Change in Control);
 - (xi) clause ST33 (Representations and warranties);
 - (xii) clause ST34 (Works);
 - (xiii) clause 7 (Conflict of interest);
 - (xiv) clause 10 (Spending the Grant);
 - (xv) clause 11 (Repayment); or
 - (xvi) clause 16 (Insurance).

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 in its absolute discretion may cancel or reduce the scope of this Agreement by notice, for any reason including without limitation, due to:

- (a) a change in government policy; or

- (b) a Change in 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

21.1 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 and liaison);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 18 (Dispute resolution);
- clause 19 (Reduction, Suspension and Termination);

- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST5 (Equipment and Assets)
- ST7 (Relevant qualifications, licences, permits, approvals or skills);
- ST13 (Fraud)
- ST14 (Prohibited Dealings);
- ST15 (Anti-corruption);
- ST19 (Indemnities);
- ST27 (Designated Use Period);
- ST28 (Security);
- ST29 (Subcontractors);
- ST30 (Change in Control);
- ST31 (Guarantee)
- ST34 (Works); and
- any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities 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.
- **Amount Owed** means all money and amounts (in any currency) that the Grantee is or may become liable at any time (presently, prospectively or contingently, whether alone or not and in any capacity) to pay to or for the account of the Commonwealth (whether alone or not and in any capacity) under or in connection with this Agreement. It includes money and amounts:
 - (a) in the nature of principal, interest, fees, costs, charges, expenses, duties, indemnities, guarantee obligations or damages;
 - (b) whether arising or contemplated before or after the date of this document or as a result of the assignment (with or without the Grantee's consent) of any debt, liability or this Agreement; and
 - (c) which a person would be liable to pay but for the bankruptcy or insolvency, entry into a scheme of arrangement with creditors, or any form of external administration.
- **Approval** has the meaning set out in clause ST34.

- **Asset** has the meaning set out in clause ST5.1.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Business Day** means any day that is not a Saturday, Sunday or public holiday in Canberra, Australian Capital Territory.
- **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.
- **Corporations Act** means the *Corporations Act 2001* (Cth).
- **Designated Use** has the meaning set out in clause ST27.1.
- **Designated Use Period** has the meaning set out in clause ST27.1.
- **Dispose** has the meaning set out in clause ST27.1
- **Eligible Expenditure** has the meaning set out in the grant opportunity guidelines and includes the expenditure (inclusive of GST but less related input tax credits the Grantee is entitled to claim) incurred by the Grantee directly on the Activity:
 - (a) after the project start date that qualifies as Eligible Expenditure under the grant opportunity guidelines; and/or
 - (b) that the Commonwealth, at its sole and absolute discretion, otherwise approves, in writing, as Eligible Expenditure for the purposes of this Agreement.
- **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.

- **Guarantor** means *[insert, if applicable]*
- **Insolvency Event** means, in respect of the Grantee, any of the following:
 - (a) it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or must be presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585, of the Corporations Act;
 - (b) except with the Commonwealth's consent:
 - (i) it is the subject of a Liquidation, or an order or an application is made for its Liquidation; or
 - (ii) an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;
 - (c) an External Administrator is appointed to it or any of its assets or a step is taken to do so or its Related Body requests such an appointment;
 - (d) if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;
 - (e) if a trustee of a Trust, it is unable to satisfy out of the assets of the Trust the liabilities incurred by it as and when those liabilities fall due;
 - (f) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate pursuant to the Bankruptcy Act;
 - (g) any application (not withdrawn or dismissed within 5 Business Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) a personal insolvency agreement;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors;
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee; or
 - (iv) or any agreement or other arrangement of the type referred to in this paragraph (g) is ordered, declared or agreed to;
 - (h) a person becomes an insolvent under administration (as defined in the Corporations Act);
 - (i) an analogous or equivalent event to any listed above occurs in any jurisdiction; or
 - (j) it stops or suspends payment to all or a class of creditors generally.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trade marks (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.

- **Milestones** means the milestones set out in the activity schedule in Item C of the Grant Details.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **PPS Law** means:
 - (a) the PPSA and any regulation made at any time under the PPSA, including the PPS Regulations (each as amended from time to time); and
 - (b) any amendment made at any time to any other legislation as a consequence of a law or regulation referred to in paragraph (a).
- **PPS Regulations** means the *Personal Property Securities Regulations 2010* (Cth).
- **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- **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.
- **Security** means any present or future Security Interest created or entered into as security (directly or indirectly) for the payment of any Amount Owing or the performance of any obligation in favour of the Commonwealth under this Agreement.
- **Security Interest** means any:
 - (a) 'security interest' as defined in the PPS Law;
 - (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements); and
 - (c) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset, and includes any agreement to create any of them or allow them to exist.
- **WHS Law** has the meaning set out in clause ST21.1.
- **WHS Notifiable Incident** has the meaning set out in clause ST21.1.
- **WHS Accreditation Scheme** has the meaning set out in clause ST21.
- **Works** has the meaning set out in clause ST34.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources.

Name	<name>
Position	<position >
Date	<date of execution >

Grantee

Full legal name of the Grantee	<name of the grantee> <ABN of the grantee>
Name of Authorised Representative	<name of authorised representative>
Date	<date of acceptance>

Schedule 2 Reporting requirements

Appendix 1

<grant opportunity name> - progress report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

We may ask you to complete additional reports developed to align with your approved project.

Project progress

- a. Report against each milestone shown in your grant agreement.
 - i. Estimated end date
 - ii. Actual end date (if applicable)
 - iii. Current % complete
 - iv. Progress comments - Activities undertaken and impact of any delays
- b. Other completed project activities.
- c. Is the overall project proceeding in line with your grant agreement?
 - i. If no, changes or anticipated issues
- d. Planned events to report on.
 - i. Details of the event including date, time, purpose of the event and key stakeholders expected to attend

Project outcomes

- a. Outline the project outcomes achieved to date.
- b. Have you secured offtake arrangements?
 - i. Provide further detail on your progress.
- c. Are you on track to achieve your decarbonisation targets for your project?
 - i. Provide further information.
- d. Select the industries that you have had upstream and downstream impacts on.
 - i. on local industry
 - ii. on intrastate industry
 - iii. on interstate industry
- e. Provide details on the impacts.
Attach relevant evidence to support your claims.

- f. Provide details of any other impacts your project has had on the Australian economy and international trade relationships or industries (if any).

Attach relevant evidence to support your claims.

Project expenditure

Provide information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

We may ask you for evidence of costs incurred.

If you are registered for GST, provide the GST exclusive amount. If you are not registered for GST, provide the GST inclusive amount.

- a. Eligible expenditure claimed in this reporting period
- b. Estimated Eligible Expenditure for the next reporting period
- c. Estimated total Eligible Expenditure for the project
- d. Is expenditure broadly in line with the grant agreement?
- e. Give reasons for changes between the forecast and actual expenditure for this reporting period. Explain any significant changes to the forecast budget for the remainder of the project.

Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from project partners or others.

Populate the contributions table with data on:

- i. contributions received to date (amount).
 - ii. type of contribution (your contribution, non-Commonwealth grants, Commonwealth grants, other contribution)
 - iii. any outstanding contributions (amount).
 - iv. update on progress or status and timing of expected contributions (amount and anticipated date/s of contribution).
- b. Provide details of any additional funding sought since commencing your project (include contributor or type of funding sought, amount, progress or status and anticipated date/s of contribution).
- c. Provide details of any additional funding you plan to apply for or secure in the future (include contributor or type of funding, amount, indicative timing of contribution).
- d. Since commencing your project, did you apply for or secure any additional government funding that is not mentioned in your responses above? If yes, provide detail. This includes any Commonwealth, state, territory or local government grants or investment facilities.
- e. Are you still tracking under the contribution cap of 65% of total eligible project expenditure for funding sourced from Commonwealth, state, territory or local government grants?
- f. Was the project funded in line with the grant agreement?
- i. If no, explain how your project was funded.

Bank account details

- a. Have your bank account details changed since your last payment or since you last provided them?

Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.
- c. Attach updated register of key personnel (if there were changes).

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 2

<grant opportunity name> - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Report against each Milestones shown in your grant agreement.
 - i. Estimated end date
 - ii. Actual end date (if applicable)
 - iii. Current % complete
 - iv. Progress comments – Activities undertaken and impact of any delays
- b. Other completed project activities
- c. Provide details and supporting evidence of your facility producing and generating revenue from commercial activities by project end date, including:
 - i. Total sale volume of green iron (price per tonne) per financial year from start of production
 - ii. Projected sale volume over the next 12 months Projections can only be based on established offtake agreements, orders and contracts.
 - iii. Levelised cost of production (per tonne) over the next 12 months
 - iv. Actual unit price (per tonne) of green iron compared to levelised cost of production over the past 12 months
 - v. Projected unit price (per tonne) of green iron compared to levelised cost of production over the next 12 months
- d. What is the average emissions intensity of the iron?

Project outcomes

- a. Project outcomes achieved by the project end date
- b. Do the achieved outcomes align with the grant agreement?
 - i. If no, explain why program outcomes have changed.
- c. Planned events to report on
 - i. Details of event including date, time, purpose of the event and key stakeholders expected to attend
- d. Have you achieved the decarbonisation goals you expected to achieve within the project period?

If yes, provide further detail and evidence.

If no, provide an explanation and any supporting evidence.

- e. Are you on track to achieve the decarbonisation goals you have set for the post-project period (in the next 12 months after project completion)? Explain why or why not including any barriers.

Project benefits

- a. What benefits has the project achieved?
- b. What impacts have you had for upstream and downstream industries? Are the impacts short term or long term and why?
 - i. on local industry
 - ii. on intrastate industry
 - iii. on interstate industry
- c. Provide details on the impacts.
Attach relevant evidence to support your claims.
- d. What benefits has the project provided for the development of an Australian green iron industry?
- e. Did the project result in any unexpected benefits?
Details of unexpected benefits
- f. Did the project result in any unexpected negative impacts?
Details of unexpected negative impacts
- g. How has your project achieved the community benefits outlined in your proposed community benefits sharing plan?
- h. Is there any other information you wish to provide about your project?
- i. Is there any other information or feedback you wish to provide regarding green iron or the development of a green iron industry in Australia?

Project expenditure

Provide information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

We may ask you to provide evidence of costs incurred.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount.

- a. Eligible expenditure claimed in this reporting period
- b. Total Eligible Expenditure for the project
- c. Is expenditure broadly in line with the grant agreement?
- d. Outline the reasons for any overspend or underspend or any other significant changes to the budget.

Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from project partners or others.
- b. Was the project funded in line with the grant agreement?
 - i. If no, explain how you funded the project.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year.

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

Bank account details

- a. Have your bank account details changed since your last payment or since you last provided them?

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 3

<grant opportunity name> - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your annual statement of compliance. The Commonwealth reserves the right to amend or adjust the requirements.

You must submit your annual statement of compliance as you would a report on the [business.gov.au portal](https://business.gov.au/portal).

Statement of compliance

1. Is the organisation, and persons working with children on behalf of the organisation in relation to the Activity, compliant with Commonwealth, state or territory legislation?
1. Has the organisation completed a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity?
2. Has the organisation put in place an appropriate strategy to manage risks identified through the risk assessment?
3. Has the organisation delivered training and established a compliance regime to ensure that all persons who may engage with children are aware of, and comply with:
 - the National Principles for Child Safe Organisations
 - the risk management strategy in item 3 above
 - relevant legislation relating to requirements for working with children, including working with children checks
 - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
 - relevant legislation relating to mandatory reporting of suspected child abuse or neglect however described?

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Appendix 4

Independent audit report

Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science and Resources. For further information contact us on 13 28 46 or at business.gov.au.

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at business.gov.au or by calling us on 13 28 46.

Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance*
- Statement of eligible expenditure*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- *We will compare this information to that detailed in the grant agreement.

1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including:

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in a 'Statement of eligible expenditure' that contains the following information.

No. of expenditure item	Eligible expenditure category (as per grant agreement)	Eligible expenditure item	Supplier name	Supplier invoice number	Supplier invoice date	Invoice amount GST exclusive	Date invoice paid (if applicable)
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Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

3. Note to the statement of eligible expenditure

3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure was expended within the agreed activity timeframe and on activities agreed as eligible by the Department of Industry, Science and Resources..

3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

Statement of grant income and expenditure

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Attachment B - Independent audit report

Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science and Resources (the department).

We have audited:

- c. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- d. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- e. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- f. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

Management's responsibility

Management is responsible for:

- g. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- h. compliance with the terms of the grant agreement;
- i. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- j. such internal control as management determines is necessary to:
 - k. enable the preparation of the financial statement and the statement of [employee numbers and]labour costs that are free from material misstatement, whether due to fraud or error; and
 - i. enable compliance with the terms of the grant agreement.

Auditor's responsibility

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
 - i. the financial statement; and
 - ii. [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and
-

- b. To conclude based on:
 - i our review procedures, on the statement of labour costs; and
 - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

Opinion

In our opinion:

- c. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and
-

- d. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

Use of Report

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

Conclusions

Based on:

- e. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- f. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science and Resources
GPO Box 2013
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
 - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
 - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
 - iii have no financial interest in [Grantee name].

Signature

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

Appendix 5

<grant opportunity name> - post-project report requirements

You will need to provide the following information in your post-project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

Post-project achievements

- a. Provide evidence of your facility producing and generating revenue from commercial activities post-project end date, including:
 - i. Total sale volume of green iron (price per tonne) per financial year from start of production
 - ii. Projected sale volume over the next 12 months. *Projections can only be based on established offtake agreements, orders and contracts.*
 - iii. Levelised cost of production over the next 12 months
 - iv. Actual unit price of green iron compared to levelised cost of production over the past 12 months
 - v. Projected unit price of green iron compared to levelised cost of production over the next 12 months
- b. Did your actual sales volume match your projects from your end of project reporting? If not, why has it not met expectations?
- c. What is the average emissions intensity of the iron?
 - i. Where do you think it is likely to be in 12 months?

Post-project benefits

- a. In the 12 months following the completion of your project, what benefits has the project achieved?
Outline the benefits the project has achieved for your organisation and for Australia.
 - b. What ongoing impact will the project have?
 - c. Has the project resulted in any unexpected benefits?
 - i. Details of unexpected benefits
 - d. Has the project resulted in any unexpected negative impacts?
 - i. Details of unexpected negative impacts
 - e. In the 12 months following the completion of your project, how has your project achieved the community benefits outlined in your community benefits sharing plan?
 - f. Is there any other information you wish to provide about your project?
-

Updated business indicators

Provide the following financial data for your organisation for your latest complete financial year.

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
 - I am aware of the Grantee's obligations under their Grant Agreement, including survival clauses.
 - I am aware that the Grant Agreement empowers the Commonwealth to terminate the Grant Agreement and to request repayment of funds paid to the Grantee where the Grantee is in breach of the Grant Agreement.
-

Schedule 3 Deeds of Guarantee

DEED OF GUARANTEE, UNDERTAKING AND SUBSTITUTION

Deed made at on....., 20.....

Parties: **Commonwealth of Australia ("Commonwealth")**

The person named in Item 1 of the Schedule ("**Grantee**")

The person named in Item 2 of the Schedule ("**Guarantor**")

Recitals

- B. The Commonwealth has agreed to enter into the grant agreement ("**Grant Agreement**") under which the Commonwealth will provide the Grantee with a grant for the purpose of assisting the Grantee to undertake the activity described in Item 4 of the Schedule ("**Activity**").
- C. Under clause ST31.1 of the Grant Agreement, the Grantee is required to provide this Deed to the Commonwealth.

This Deed provides

1. GUARANTEE

- (a) The Guarantor unconditionally and irrevocably guarantees to the Commonwealth that the Grantee will perform and observe all of the Grantee's obligations under the Grant Agreement and will discharge all of its liabilities under the Grant Agreement.
- (b) In the event of default by the Grantee, the Guarantor covenants with the Commonwealth to perform and observe all of the Grantee's obligations under the Grant Agreement and to discharge all of the Grantee's liabilities under the Grant Agreement or to cause those obligations to be performed and observed or liabilities to be discharged.

2. SUBSTITUTION

- (a) The Commonwealth may at any time give a written notice to the Guarantor requiring it undertake, carry out and complete the execution of the Activity insofar as the Grantee has failed to do so and the Activity remains to be completed.
- (b) Without limiting paragraph (a), if the Grant Agreement has been:
- (i) terminated by the Commonwealth under clause 19 of the Grant Agreement; or
 - (ii) terminated by disclaimer or rescinded or discharged by Court order,
- then the Commonwealth may give a notice to the Guarantor under paragraph (a), in which event the Guarantor will be:
- (iii) where the Grant Agreement is terminated by the Commonwealth under clause 19 of the Grant Agreement, substituted for the Grantee as the party to the Grant Agreement; or
 - (iv) if the Grant Agreement has been disclaimed, rescinded or otherwise discharged, deemed to have entered a new Grant Agreement with the Commonwealth on the same terms and conditions as the Grant Agreement,
-

to the intent that the Guarantor will be subject to the obligations and liabilities and entitled to the rights of the Grantee (including liability in respect of any breach of the provisions of the Grant Agreement whether occurring before or after the substitution) in all respects as if:

- (v) the Guarantor had been named as the party to the Grant Agreement instead of the Grantee; and
- (vi) if the Grant Agreement has been disclaimed, rescinded or discharged, it had not been so disclaimed, rescinded or discharged.

3. INDEMNITY

The Guarantor, as a separate, additional and primary liability, unconditionally and irrevocably will indemnify the Commonwealth and keep it indemnified from and against all losses, damages, costs and expenses of any kind which may be suffered or incurred by the Commonwealth by reason or in consequence of:

- (a) default by the Grantee in performing or observing its obligations or discharging its liabilities under the Grant Agreement;
- (b) the Commonwealth attempting to enforce any of the Grantee's obligations under the Grant Agreement; or
- (c) the Commonwealth attempting to enforce or preserve any of its rights under this Deed.

4. ABSOLUTE LIABILITY

The liability of the Guarantor under this Deed will be absolute and will not be subject to the execution of this Deed or any other instrument or document by any person other than the Guarantor, and will not be subject to the performance of any condition precedent or subsequent.

5. NO REDUCTION OR RELEASE

- (a) The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing that would otherwise operate in law or in equity to reduce or release the Guarantor from that liability.
- (b) Without limitation, that liability will not be affected by:
 - (i) the granting by the Commonwealth to the Grantee of time, waiver, indulgence or concession or the making of any composition or compromise with the Grantee;
 - (ii) the Commonwealth forbearing to enforce or neglecting to exercise any right against the Grantee;
 - (iii) any laches, acquiescence or other act, neglect, default, omission or mistake by the Commonwealth;
 - (iv) any variation of any of the obligations and liabilities under the Grant Agreement, made either with or without the knowledge of the Guarantor;
 - (v) the release of any of the obligations and liabilities under the Grant Agreement; or
 - (vi) any failure by the Commonwealth to disclose to the Guarantor any fact, circumstance or event relating to the Grantee at any time prior to or during the currency of this Deed.

6. PAYMENTS WITHOUT DEDUCTION

All payments by the Guarantor under this Deed are to be free of any set-off or counterclaim and without deduction or withholding.

7. INSOLVENCY OF GRANTEE

The Guarantor will not prove in the insolvency of the Grantee for any amount owing by the Grantee other than upon the basis that it irrevocably directs the payment of the proceeds of any such proof to the Commonwealth to the full extent of the amount then required to satisfy the obligations and liabilities under the Grant Agreement.

CLAIM ON THE GUARANTOR

The Commonwealth will not be required to make any claim or demand upon the Grantee or to enforce any right, power or remedy against the Grantee in respect of its obligations and liabilities under the Grant Agreement before making any claim or demand on the Guarantor under this Deed.

9. SEVERABILITY

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of the illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

10. SETTLEMENT CONDITIONAL

- (a) Any settlement between the Guarantor and the Commonwealth will be conditional upon any security or payment given or made to the Commonwealth by the Grantee, the Guarantor or any other person in relation to the obligations and liabilities under the Grant Agreement not being avoided, repaid or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force.
- (b) In the event of any avoidance, repayment or reduction, the Commonwealth may recover the value or amount of the security or payment avoided, repaid or reduced from the Guarantor subsequently, as if the settlement or discharge had not occurred.

11. REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties to the Commonwealth

The Guarantor represents and warrants to the Commonwealth that:

- (a) this Deed constitutes a valid and legally binding obligation of it in accordance with its terms;
- (b) the execution, delivery and performance of this Deed by it does not breach any law, or any document or agreement to which it is a party or which is binding on it or any of its assets;
- (c) no litigation, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, would or could have a material adverse effect on the business assets or financial condition of the Guarantor;
- (d) all information to the Guarantor provided to the Commonwealth in connection with this Deed is true in all material respects and is not, by omission or otherwise, misleading in any material respect; and
- (e) the Guarantor is not the trustee of any trust.

11.2 Corporate representations and warranties

The Guarantor that is a corporation further represents and warrants to the Commonwealth that:

- (a) it is duly registered and remains in existence;
 - (b) the execution, delivery and performance of this Deed does not violate its Constitution or any law apply to it; and
 - (c) it has taken all corporate and other action required to enter into this Deed and to authorise the execution and delivery of this Deed and the satisfaction of its obligations under this Deed.
-

12. APPLICABLE GRANT AGREEMENT PROVISIONS

The clauses of the Grant Agreement referred in Item 5 of the Schedule apply to this Deed as if they are provisions of this Deed, except that references to the "Grantee" shall be read as references to the Guarantor and references to the "Grant Agreement" shall be read as references to this Deed.

Schedule

Item 1	Grantee	<i>[insert]</i>
Item 2	Guarantor	<i>[insert]</i>
Item 3 (Recital A)	Grant Agreement:	Commonwealth Grant Agreement dated <i>[insert]</i>
Item 4	Activity	<i>[insert]</i>
Item 5		Clauses ST11.1, ST30, ST33 and clause 4, 8 and 15 of the Grant Agreement

Executed as a deed.

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources, in the presence of:

<hr/>	<hr/>
Signature of Witness	Signature of Authorised Officer
<hr/>	<hr/>
Name of Witness (print)	Name and Position of Authorised Officer (print)
<hr/>	<hr/>
Date	Date

Grantee

Signed, sealed and delivered by *[insert name of Grantee]* in accordance with section 129 of the *Corporations Act 2001* (Cth) by:

_____ Signature of Director	_____ Signature of Authorised Officer
_____ Name of Director (print)	_____ Name and Position of Authorised Officer
_____ Date	_____ Date

Guarantor

Signed, sealed and delivered by [*insert name of Guarantor*] in accordance with section 129 of the *Corporations Act 2001* (Cth) by:

_____ Signature of Director	_____ Signature of Authorised Officer
_____ Name of Director (print)	_____ Name and Position of Authorised Officer
_____ Date	_____ Date