



Commonwealth Standard Grant Agreement

between the Commonwealth represented by

Department of Industry, Science, Energy and Resources

and

<Grantee>

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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 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, Energy 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) the technical requirements (which may be updated from time to time);
- (f) any other document referenced or incorporated in the Grant Details.

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.

The objectives of the Trailblazer Program are:

- develop foundation services rover solutions, capable of collecting lunar regolith and delivering it to a NASA science in-situ resource utilisation (ISRU) facility, through early mission phases to Preliminary Design Review (PDR)
- develop capability in Australian space industry to develop foundation services
- contribute flagship Australian space and cross-sector capabilities within an international space exploration program
- develop a global competitive advantage for the Australian space sector, building capability and creating jobs
- demonstrate Australian capabilities to the world
- inspire the Australian public.

The intended outcomes of the Trailblazer program are:

- an Australian asset will have been operated on the Moon
- improved collaboration with international space agencies including NASA
- increased employment, investment in, and size of the Australian space sector
- key technologies are spun out to develop other sectors of the Australian economy
- a growth in Australian space capability
- increased interest in STEM and related highly skilled careers
- galvanisation of national pride in Australia's space activities
- increased community engagement in space activities.

The Trailblazer program is delivered under two stages as outlined in the grant opportunity guidelines. This Grant is for stage one of the Trailblazer program.

B. Activity

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

Project title

<project title>

Project scope and description

<detailed project description>

Project outcomes

<project outcomes>

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force from time to time) and meet the technical requirements (which may be

updated from time to time) as provided or required by the Commonwealth during the term of this Agreement.

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

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 ends on <agreement end 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 will be provided at up to <grant percentage> per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

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 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

<Activity Materials table>

H. Project Participants

The Grantee's subcontractors who are Project Participants are:

<list the full legal name and ABN for each Project Participant here>

I. The Australian Space Agency and NASA

The Australian Space Agency (ASA) is a non-statutory entity within the Department of Industry, Science, Energy and Resources (Department). The Department is the Commonwealth entity administering this Grant on behalf of ASA. ASA is the Commonwealth policy entity in relation to the Grant and will be intimately involved in assisting the Department to administer the Grant and will represent the Department from time to time to provide advice to the Grantee in relation to the Activity. ASA is also the entity with a direct relationship with NASA for the purposes of the Activity.

NASA is a key stakeholder in relation to this Grant and will play a key role in design review and input into the requirements for the Activity, including to ensure the effective integration between the Foundational Services Rover and the delivery lander, and the compatibility and interoperability of the Foundational Services Rover with the ISRU Facility.

NASA will provide advice on the progress of the Activity and assist the Commonwealth in determining satisfactory process including whether a Milestone has been met.

It is expected that NASA will be a member of the review panel for the Activity (such as operational, safety and mission assurance reviews, mission concept review and system requirements review).

The Grantee agrees to cooperate with the Commonwealth (including the ASA) and NASA and provide the Commonwealth and NASA with relevant information and assistance to ensure the Commonwealth and NASA is able to perform its role in relation to the Grant.

J. Review panel

The Grantee must establish and manage a review panel for system level and critical technology reviews, and any other additional reviews required by the Commonwealth. The review panel will provide advice to the Grantee on progress of the Activity.

The Grantee must seek the Commonwealth's approval of the membership of the review panel. The composition of the review panel should be guided by applicable standards.

The Grantee must appoint a lead reviewer to form part of the panel. The lead reviewer must be independent from the Activity and have significant experience in space missions.

A minimum of three positions within the review panel must be reserved for representatives of the Commonwealth and NASA.

The Grantee must consult and seek agreement from the Commonwealth on the format, timing and location of a panel review.

Sample

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

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>
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.

ST3. Intellectual property in, and use of, Activity Material

ST3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

ST3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, prepare derivative works, distribute, publish, present publicly, and adapt the Activity Material including those as specified in the Grant Details for Commonwealth Purposes.

ST3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause ST3.2) will not infringe any third party's Intellectual Property Rights.

ST3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

ST3.5 The Grantee agrees to comply with any Commonwealth request to incorporate into specified Activity Materials proprietary or export controlled markings and any other restrictions in relation to use of the Activity Materials.

ST3.6 In the event that any Materials have been jointly created by the Grantee, its subcontractors, the Commonwealth and NASA (as the case may be), the Grantee agrees to, in good faith, promptly and within 20 Business Days, discuss and agree with the Commonwealth and NASA the allocation and management of rights in the Materials, including the terms and conditions of any licence.

ST3.7 Subject to ST3.8, the Grantee agrees to cooperate with the Commonwealth and any other third party as directed by the Commonwealth to release Activity Material to the general scientific and technical community through publication in appropriate journals or by presentations at scientific and technical conferences as soon as possible and in a manner consistent with good scientific practices.

ST3.8 The following Activity Material will not be released under ST3.7:

- (a) Activity Material that are marked as export controlled or proprietary; and
- (b) Activity Material about an invention before an application for a patent for that invention has been filed, or a decision not to apply for a patent has been made.

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

Not applicable

ST6. Specified Personnel

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

<insert details, including name and nature of the role or work to be undertaken>

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 to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

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

Not applicable

ST9. Child safety

Not applicable

ST10. Commonwealth Material, facilities and assistance

ST10.1 In this Agreement, **Commonwealth Material** means any Material:

- (a) provided by the Commonwealth or NASA 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 may provide Commonwealth Material to the Grantee from time to time under this Agreement.

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

ST10.4 The Commonwealth grants the Grantee a licence (including a right to sublicense) 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.

ST10.7 The Grantee agrees, and must ensure its subcontractors agrees, to:

- (a) ensure Commonwealth Materials are not disclosed or transferred to any other party without the prior written permission of the Commonwealth and NASA; and
- (b) comply with any restrictions or conditions in relation to the use of Commonwealth Materials.

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) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has 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) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

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 If the Grantee becomes aware of:

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

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

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST13.6 This clause survives the termination or expiry of the Agreement.

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/Listedterroristorganisations/Pages/default.aspx>;
- 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

Not applicable

ST17. Grant administrator

Not applicable

ST18. Management Adviser

Not applicable.

ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees, contractors and NASA (Indemnified Parties) from and against any claim against the Indemnified Parties or any loss or damage incurred by the Indemnified Parties arising in connection with the Activity (including from a breach by the Grantee of this Agreement and an act or omission on the part of the Grantee and its subcontractors).

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 or NASA contributed to the claim, loss or damage.

ST19.3 For the purposes of clauses ST19.4 and ST19.5, **Damage** means:

- (a) bodily injury to, other impairment of health of, or death of any person;
- (b) damage to, loss of, or loss of use of any property;
- (c) loss of revenue or profit; or
- (d) other direct, indirect, or consequential damage.

ST19.4 Subject to clause ST19.5, the Grantee agrees, and must ensure its subcontractors agree, to waive any claim against NASA and its employees for Damage arising from or related to the Activity.

ST19.5 Clause ST19.3 does not apply to the following:

- (e) claims between the Commonwealth and the Grantee;
- (f) claims by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is the Grantee or a subcontractor) for bodily injury to, other impairment of health of, or death of such person;
- (g) intellectual property claims;
- (h) claims for Damage caused by willful misconduct; or

- (i) claims for Damage resulting from a failure of the Grantee to ensure its subcontractors agree to clause ST19.4.

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 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) All State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity including mandatory reporting and working with children checks however described and, if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with these requirements in such form as may be specified by the Commonwealth;
- (b) *Space (Launches and Returns) Act 2018* and associated rules including:
 - (i) *Space (Launches and Returns) (General) Rules 2019*;
 - (ii) *Space (Launches and Returns) (Insurance) Rules 2019*; and
 - (iii) *Space (Launches and Returns) (High Power Rocket) Rules 2019*;
- (c) any relevant export control legislation and requirements including the *Defence Trade Controls Act 2012 (Cth)* and *Customs Act 1901(Cth)*;
- (d) *Radiocommunications Act 1992(Cth)*;
- (e) any relevant work health and safety laws, including the *Work Health and Safety Act 2011 (Cth)*; and
- (f) any relevant international obligations of Australia, including the UN space treaties and Artemis Accords.

ST21. Work health and safety

ST21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 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 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.

ST22. Transition

Not applicable.

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 warrants that:

- (a) it intends to apply for the stage two grant in relation to the Trailblazer Program on the basis of, and in compliance with, the stage two grant opportunity guidelines (which may be updated from time to time); and
- (b) at the time this Agreement is entered into, it is not aware of any circumstances that would prevent it from applying for, or carrying out the activities contemplated by the stage two grant opportunity guidelines.

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. Secret and Sacred Indigenous Material

Not applicable.

ST26. Australian Industry Participation plan, Executive Summary and Implementation Report(s)

Not applicable.

ST27. Designated Use

Not applicable.

ST28. Security

Not applicable.

ST29. Additional Project Participant, subcontracting and third party obligations

ST29.1 In this clause ST29:

Change in Control has the same meaning as that term has in clause ST 30.1; and

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 \$500,000; and
- b) not permit any third party, other than a Project Participant (if any) with who it has a subcontract 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 subcontracts 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 subcontract 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 subcontract 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;
 - vi. comply with and give effect to clauses ST3 (Intellectual property in, and use of, Activity Material), ST4 (Access/monitoring/inspection), ST7 (Relevant qualifications, licences, permits, approvals or skills), ST10 Commonwealth Material, facilities and assistance), ST13 (Fraud), ST14 (Prohibited Dealings), ST15 (Anti-corruption), ST19 (Indemnities), ST20 (Compliance with Legislation and policies), ST21 (Work health and safety), ST29 (Additional Project Participant, subcontracting and third party obligations), ST30 (Change in Control), ST33 Security requirements, ST34 US Government export control and security requirements, ST35 Foreign control, ownership and affiliation, 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 Department may require a direct deed between a Project Participant and the Department in some circumstances (in a form acceptable to the Department).

ST29.4 This clause ST29 survives the termination or expiry of the Agreement.

ST30. Change in Control

ST 30.1 In this clause ST30:

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

Designated Use Period means the period as specified by the Commonwealth in a written document and signed by both parties.

Project Participant means each of the subcontractors of the Grantee listed in Item H of the Grant Details and any additional subcontractors 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 or Project Participant (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 or Project Participant (if any).

ST 30.3 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 or Project Participant (if any) and the Commonwealth does not provide written consent to the Change of Control under clause ST 30.2(b),

the Commonwealth may, at its discretion:

- 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 any or all of the Grant amounts in accordance with clause 11.

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

ST31. Guarantee

Not applicable.

ST32. Exclusive arrangements

ST32.1 For the purpose of this clause ST32, **exclusive arrangement** means any contract, agreement, understanding or other arrangement in connection with the Trailblazer program between the Grantee and a third party that has the effect of preventing or limiting that third party from providing goods or services to any other third party in connection the Trailblazer program.

ST32.2 The Grantee must not enter into, or seek to enter into, an exclusive arrangement in relation to the Activity with any entity without the prior written consent of the Commonwealth.

ST33. Security requirements

ST33.1 The Grantee agrees to and must ensure its subcontractors:

- (a) ensure that all of its personnel who require access to Security Classified Resources have obtained appropriate security checks, clearance or accreditations;
- (b) prevent access to Security Classified Resources by personnel whose security clearances are revoked, have lapsed or who no longer require access for the purposes of the Activity;
- (c) make its personnel available to attend any security training provided by the Commonwealth;
- (d) safeguard any Official Resources and Security Classified Resources in its possession or control from authorised access and disclosure;
- (e) take reasonable steps to reduce the risk of Cyber Attack on its Systems;
- (f) ensure it has appropriate facilities (including Systems) to store, handle and protect Official Resources and Security Classified Resources, including obtaining any facility or Systems accreditations or clearance required by the Commonwealth;
- (g) notify the Commonwealth immediately if it becomes aware of any changes in circumstances which may affect the Grantee, its personnel, its subcontractors or their personnel's ability to meet the Commonwealth security requirements;
- (h) notify the Commonwealth immediately if it becomes aware that a Security Incident has occurred and otherwise implement or update any steps or procedures for Security Incident reporting as required by the Commonwealth from time to time;
- (i) comply with all reasonable directions issued by the Commonwealth in connection with a Security Incident;
- (j) ensure that it and its personnel comply with all relevant security requirements specified in the Australian Government Protective Security Policy Framework and Australian Government Information Security Manual (as updated or replaced from time to time);
- (k) unless the Commonwealth has provided prior approval in writing, only perform the Activity within Australia;
- (l) unless the Commonwealth has provided prior approval in writing, ensure all Materials (electronic or hard copies) in relation to the Activity are stored and held in Australia, and are not transferred outside of Australia (other than to NASA), including as a result of any cloud or hosting systems or services used by the Grantee or its subcontractors; and

- (m) comply with any additional security requirements reasonably requested by the Commonwealth from time to time, including to enter into any secure Commonwealth premises.

ST33.2 The Grantee agrees to, and must ensure its subcontractors, develop and comply with security procedures to ensure that it meets the requirements under this clause ST33.

ST33.3 The Grantee must provide copies of any security procedures to the Commonwealth on request, and must make any amendments to the security procedures reasonably required by the Commonwealth.

ST33.4 The Grantee must, and must ensure its subcontractors, assist and facilitate any security audit conducted by the Commonwealth in respect of compliance by the Grantee or its subcontractor with its security procedures or this clause ST33.

ST34. US Government export control and security requirements

ST34.1 The Grantee must, and must ensure its subcontractors, comply with any United States government export control and security requirements, including complying with any International Traffic in Arms Regulations requirements or obtaining Export Approval, applicable or relevant to:

- (a) the Grantee, its personnel, its subcontractors and their personnel;
- (b) any Materials provided by NASA;
- (c) any Activity Material; and
- (d) the Activity.

ST35. Foreign control, ownership and affiliation

ST35.1 Without limiting clause ST30, the Grantee must promptly inform the Commonwealth if it, or any of its subcontractors:

- (a) is, or is proposing to be, wholly or partly controlled or owned by a foreign government or entity (regardless of the extent of control or ownership);
- (b) is receiving, or is proposing to receive, funding or any in kind contribution from a foreign government or entity in relation to any of its activities, including this Activity;
- (c) is, or is proposing to be, affiliated with any foreign government or entity;
- (d) is collaborating, or is proposing to collaborate, with any foreign government or entity in relation to any of its activities, including this Activity;
- (e) is, or is proposing to be, a member of a foreign government or entity talent program; or
- (f) is transferring, or is proposing to transfer, any technology developed or being developed by the Grantee or its subcontractors to any foreign government or entity.

ST35.2 The Grantee must provide full details to the Commonwealth in relation to any of the matters listed in clause 35.1 to enable the Commonwealth, NASA, or its nominee to assess whether any of the matters give rise to any national security or other risks in relation to this Agreement, the Trailblazer program, the Commonwealth or NASA.

ST35.3 The Grantee must, and must ensure its subcontractors, provide the Commonwealth with any other additional information requested by the Commonwealth, NASA or its nominee to support the assessment under clause ST35.2.

ST35.3 The Commonwealth or NASA will inform the Grantee if it has any concerns in relation to any of the matters disclosed under clause ST35.1, within 30 days of being notified by the Grantee under ST35.1, or such other period agreed by the parties.

ST35.4 The Grantee must, and must ensure its subcontractors, cooperate with the Commonwealth or NASA and take any steps reasonably required by the Commonwealth or NASA to resolve or otherwise deal with any concerns the Commonwealth or NASA has in relation to the matters disclosed under clause ST35.1.

Sample

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

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

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

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

2. Payment of the Grant

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

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

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to 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 in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 Subject to clause 3.1, the Grantee agrees to keep the public informed of the progress of the Activity, including by:

- (a) making at least one social media post per month; and
- (b) undertaking at least one major media event per year developed in consultation with the Commonwealth.

3.3 The Grantee agrees to consult and seek input from the Commonwealth in relation to any event it undertakes in relation to the Trailblazer program.

3.4 The Grantee agrees to acknowledge the Commonwealth's support in all Material, signage, publications and promotional and advertising materials published in connection with this Agreement by incorporating the following words:

'This project received grant funding from the Australian Government through the Australian Space Agency.'

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.

6.3 The Grantee agrees to remove a subcontractor involved in the Activity at the reasonable request of the Commonwealth.

7. Conflict of interest

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

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

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

8. Variation, assignment and waiver

8.1 Subject to clause 8.5, 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.

8.5 The Commonwealth may unilaterally vary this Agreement to comply with a requirement of the NASA Agreement or in response to any specific NASA request or requirement by issuing a notice of variation to the Grantee.

8.6 The Commonwealth will take into account the financial and schedule impact of a variation on the Grantee when exercising its right under clause 8.5, and may increase the amount of the Grant or postpone a Milestone date, at the discretion of the delegate.

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 90 days after the Activity Completion Date, 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:

- (a) any amount of the Grant:
 - (i) has been spent other than in accordance with this Agreement; or
 - (ii) is additional to the requirements of the Activity, or
- (b) if clause ST30.3a or clause ST30.3b applies,

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay the amount set out in the notice to the Commonwealth;
- (d) require the Grantee to deal with the amount set out in the notice as directed by the Commonwealth; or
- (e) deduct the amount set out in the notice from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

12. Record keeping

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

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

12.2 The Grantee agrees to keep the records for five years after the 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;
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests;
or
- (d) the Commonwealth is disclosing the information to NASA, for the purposes of the NASA Agreement.

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 (including the right to sublicense) to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

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

18. Dispute resolution

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

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

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

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

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

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

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

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

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

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (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;
- (b) provided false or misleading statements in relation to the Grant;
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration; or
- (d) failed to comply with a provision under clause ST33, ST34 or ST35.

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

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

20. Cancellation or reduction for convenience

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

- (a) a change in government policy;
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement;
- (c) the termination, suspension or expiry of the NASA Agreement or a change in scope of the NASA Agreement;
- (d) a change in NASA requirements in relation to the Foundational Services Rover; or
- (e) NASA suspending or cancelling the collection and delivery of lunar regolith to the ISRU Facility.

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);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST3 (Intellectual property in, and use of, Activity Material);
- ST19 (Indemnities);
- ST33 (Security requirements);
- ST34 (US Government export control and security requirements); 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 or its subcontractor as a result of the Activity and includes any Material specified in the Grant Details and any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes the Australian Space Agency and where relevant, the entity's and the Australian Space Agency's 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;
 - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 - (e) the Commonwealth and NASA complying with and meeting its obligations under the NASA Agreement;
 - (f) the development and review of the Foundation Services Rover, including assessment of the impact, compatibility and interoperability of the Foundation Services Rover on or with the ISRU Facility, the selection criteria for the delivery lander, and operational, safety and mission assurance reviews including a mission concept review and system requirements review;
 - (g) the collection and delivery of lunar regolith to a ISRU Facility,
but in all cases:
 - (h) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Cyber Attack** means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Export Approval** means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the performance of this Agreement.
- **Foundational Services Rover** means an alternative lunar surface regolith acquisition capability via a mobile excavator and delivery system.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **ISRU Facility** means a NASA in-situ resource utilization technology demonstration facility.

- **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.
- **NASA** means the National Aeronautics and Space Administration and includes:
 - (a) a contractor, subcontractor, user, or customer of NASA at any tier;
 - (b) a contractor or subcontractor of a user or customer of NASA at any tier;
 - (c) a grantee or any other cooperating entity or investigator of NASA at any tier;
 - (d) a contractor or subcontractor of a grantee or any other cooperating entity or investigator of NASA at any tier;
 - (e) a state, or agency or institution of a state, where such state, agency, or institution is an entity described above or is otherwise involved in the activities undertaken pursuant to the NASA Agreement.
- **NASA Agreement** means:
 - (a) the non-reimbursable space act agreement between NASA and the Australian Space Agency for collaboration leading to the planning and system requirements review of a lunar surface technology demonstration; and
 - (b) any future agreements between NASA and the Australian Space Agency for further collaboration following system requirements review of a lunar surface technology demonstration, including the building, testing, ground preparation activities, delivery of hardware, and launch of the Foundation Services Rover.
- **Official Resources** includes:
 - (a) any Material developed, received or collected by or on behalf of the Commonwealth or NASA to which the Grantee (including its subcontractors) gain access under or in connection with this Agreement;
 - (b) people who work for or with the Commonwealth or NASA; and
 - (c) assets or Systems belonging to (even if in the possession of the Grantee, subcontractor or other contracted providers) or in the possession of the Commonwealth or NASA.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Project Schedule** is a project management tool that describes your project timeline. It is updated regularly to maintain a current view of the expected activities, achievements, milestones, expenditure and planning.
- **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 Classified Resources** means Official Resources that, if compromised, could have adverse consequences for the Commonwealth and NASA, regardless of whether the Official Resources is marked with a security classification.

- **Security Incident** means an actual or suspected Cyber Attack, security breach, violation, contact or approach from those seeking unauthorised access to Official Resources or the Grantee's or its subcontractor's Materials, personnel, assets, facilities or Systems.
- **Systems** means any system that accesses, transmits or stores information.

Sample

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy 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 [portal](#). You can enter the required information in stages and submit when it is complete.

Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement. Please include work package progress within the milestones.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?
If no, identify any changes, risks or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to mitigate and/or manage these.
- d. Please provide your risk assessment with your critical risks for the project
- e. Provide an update on any critical issues including progress of critical technologies and long lead items.
- f. Are there any other critical issues that needed to be identified?
- g. Please provide a summary update of the geographic location of your work, subcontractors and procurements, noting any changes from previous updates.
- h. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project outcomes

- i. Outline the project outcomes achieved to date.
- j. Where applicable, describe any collaborations that have contributed to your project, and any future benefits of these collaborations
- k. Describe the foundation services you have developed and how you plan to commercialise and/or leverage these capabilities in the future.
- l. Where applicable, describe any new technical capability you have developed as a result of the project.
- m. Where applicable, describe any new or planned investments, projects or collaborations that are a result of your feasibility project
- n. Where applicable, describe any new employment opportunities created by your project.
- o. Describe any marketing, educational or media interest in your project, and how you plan to leverage this interest.

Project expenditure

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

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years as well as for the total mission?
- e. What is the estimated total eligible expenditure for the project as well as for the total mission?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?
If no, explain the reasons.

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 government (except this grant), project partners or others. Also includes committed investment for project development beyond the timeframe of this agreement, for example investment in activities for Trailblazer Stage 2.

Attachments

- h. Attach any agreed evidence required with this report to demonstrate project progress including:
 - i. Summary of Project Schedule (2 page summary)
 - ii. Risk Assessment Summary (Top 5 Risks)
 - iii. Budget Summary including costs to completion (2 page summary)
- i. Attach copies of any published reports and promotional material, relating to the project.

Certification

You must ensure an authorised person completes the report and can certify 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 undertaken and the expenditure incurred is in accordance with the grant agreement.
- 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 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 [portal](#). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Describe the foundation services you have tested and demonstrated and how you plan to leverage these capabilities in the future.
- d. Describe any new technical capability you have tested and demonstrated and how you plan to leverage these capabilities in the future.

Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. Where applicable, describe any collaborations that have contributed to the success of your project, and any future benefits of these collaborations
- e. Where applicable, describe any new or planned investments, projects or collaborations that are a result of your feasibility project

- f. Where applicable, describe any new employment or Australian space sector growth as a result of your project
- g. Describe any marketing, educational or media interest in your project, and how you plan to leverage this interest for the benefit of your project, your mission and the Australian space sector.

Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?
If yes, explain why.
- e. Is there any other information you wish to provide about your project?
If yes, provide details.

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, 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 government (except this grant), project partners or others.

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)

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

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, Energy 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 the 'Statement of eligible expenditure' spreadsheet.

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 is in accordance with the grant opportunity guidelines.

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, Energy 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, Energy 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, Energy and Resources.

Signature

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Sample

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, Energy and Resources (the department).

We have audited:

- a. 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
- b. [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:

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

Management's responsibility

Management is responsible for:

- a. 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;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
 - i. 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
 - ii. 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:

- a. 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

- b. [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:

- a. 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
- b. 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.

Sample

[print on auditor letterhead]

[addressee]

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

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy 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]