



# Commonwealth Standard Grant Agreement

between the Commonwealth represented by

**[Entity name]**

and

**[Grantee]**

NB: This is an example standard grant agreement intended for use with the Australia-China Science and Research Fund Joint Research Centres. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

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## Grant Agreement [Grant Number]

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

### Parties to this Agreement

#### The Grantee

<b>Full legal name of Grantee</b>	[insert details]
<b>Legal entity type (e.g. individual, incorporated association, company, partnership, etc)</b>	[insert details]
<b>Trading or business name</b>	[insert details]
<b>Any relevant licence, registration or provider number</b>	[insert details]
<b>Australian Business Number (ABN) or other entity identifiers</b>	[insert details]
<b>Australian Company Number (ACN)</b>	[insert details]
<b>Registered for Goods and Services Tax (GST)?</b>	[insert details]
<b>Date from which GST registration was effective?</b>	[insert details]
<b>Registered office (physical/postal)</b>	[insert details]
<b>Relevant business place (if different)</b>	[insert details]
<b>Telephone</b>	[insert details]
<b>Email</b>	[insert details]

#### The Commonwealth

The Commonwealth of Australia represented by the  
 Department of Industry, Innovation and Science  
 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 one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details [grant number]

### A. Purpose of the Grant

The purpose of the Grant is to bring together leading institutions in Australia in a particular research field with Chinese partners to achieve economic, environmental and social benefits for Australia and China and maximise the application and commercialisation of research outcomes.

This Grant is being provided as part of the Australia-China Science and Research Fund Joint Research Centres.

The program aims to support strategic science, technology and innovation collaboration of mutual benefit to Australia and China.

### B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

[Describe the Project, i.e. what the grantee will spend the grant funds doing. It is important to include enough detail to allow the Commonwealth to judge whether what the grantee is doing/spending the grant funds on falls within the approved scope. Use the following headings]

Project title

Project scope and description

Project Outcomes

Key eligible activities

The Project will involve research in a priority area specified by the department for the funding round.

In undertaking the Activity, the Grantee must comply with the requirements of the Program Guidelines (as in force from time-to-time).

You must notify us 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 the date of execution and ends on <end date>, the Completion Date.

#### Activity Schedule

No.	Title and description	Due date
1	Project start date	[dd/mm/yyyy]
2	[title and description of milestone, include key activities]	[dd/mm/yyyy]

No.	Title and description	Due date
3	[title and description of milestone, include key activities]	[dd/mm/yyyy]
4	Project end date	[dd/mm/yyyy]
5	End of project report / Project evaluation	[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 [grant percentage] per cent of eligible expenditure defined in Eligible Expenditure Guide at Appendix B of the Program Guidelines subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid in accordance with clause ST2.

An initial payment will be made on execution of the Grant Agreement based on forecast eligible expenditure for the first milestone. Subsequent payments will be paid in advance as agreed milestones are achieved, based on forecast eligible expenditure and may be adjusted for unspent amounts from previous payments. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory end of project report demonstrating end of Project reporting obligations have been met.

### 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 Templates (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
[e.g. Progress]	[project start date]	[dd/mm/yyyy]	[agreed evidence]	[dd/mm/yyyy]
[e.g. Progress]	[dd/mm/yyyy]	[dd/mm/yyyy]	[agreed evidence]	[dd/mm/yyyy]
[e.g. Progress]	[dd/mm/yyyy]	[dd/mm/yyyy]	[agreed evidence]	[dd/mm/yyyy]
End of Project	[dd/mm/yyyy]	[project end date]	[agreed evidence]	[dd/mm/yyyy]

Report type	Period start date	Period end date	Agreed evidence	Due date
Independent audit certificate	[project start date]	[project end date]	[agreed evidence]	[dd/mm/yyyy]
Program Evaluation (yet to be developed)	[project end date]	[project end date + 1 year]	[agreed evidence]	[project end date + 1 year + 30 days]

During the Agreement period, we may ask you for ad-hoc reports on your project. You 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	[insert details]
Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
E-mail	[insert details]

### Commonwealth representative and address

Name of representative	[insert details of AusIndustry representative]
Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
E-mail	[insert details]

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.

## 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
<i>[insert Grantee or name of third party providing the Other Contribution]</i>	<i>[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</i>	<i>[\$[insert amount]</i>	<i>[insert date or Milestone to which the Other Contribution relates</i>
		\$	

ST1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided 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.

### ST2. Activity budget

ST2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the activity budget in the following table:

Expenditure Item	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost
<i>[insert reference]</i>	<i>[insert description of the expenditure item]</i>	<i>[insert amount of Grant contributed to this budget item]</i>	<i>[insert amount of Grantees own funds contributed to this budget item]</i>	<i>[insert amount of other sources of funding contributed to this budget item]</i>	<i>[insert total amount cost of the budget item]</i>

ST2.2 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

#### Annual Capped Amounts

Financial year	Annual capped amount \$
2017-18	<i>[\$[amount]</i>
2018-19	<i>[\$[amount]</i>
2019-20	<i>[\$[amount]</i>



Financial year	Annual capped amount \$
Total \$	\${amount}

ST2.3 The Commonwealth is not obliged 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 ST2.2.

ST2.4 In accordance with the activity budget under clause ST2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.7.

ST2.5 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the activity budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.6 The Grantee must give the Commonwealth by:

- (a) 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised activity budget in a form acceptable to the Commonwealth, so as to ensure the relevant budget continues to accurately reflect planned eligible expenditure for the Activity, and an explanation as to why the requested changes are proposed.

ST2.7 The Commonwealth may, at its discretion, approve or reject a revised activity budget provided under clause ST2.6 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.8 If a revised activity budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the activity budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

### ST3. Intellectual property

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 licence) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

ST3.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with ST3.2) will not infringe any third party's Intellectual Property Rights. The Grantee warrants that it will obtain moral rights consents from all authors of Reporting Material, and any Activity Material specified in the Grant Details, to the use of the Material for Commonwealth Purposes, prior to that Material being provided to the Commonwealth.

## 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 Australian Building and Construction Commission and any ^officer^ under the ^Australian Building and Construction Industry (Improving Productivity) Bill 2016^ (Commonwealth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 The Auditor-General and any information officer under the Australian Information Commissioner Act 1910 (Commonwealth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.4 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## ST5. Equipment and assets

ST5.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or asset for more than \$[insert amount] (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) [insert list of approved equipment and assets]

ST5.2 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant (**Asset**).

ST5.3 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.4 The Grantee agrees to maintain a register of all Assets purchased for \$[insert amount] (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

## ST6. Specified personnel

Not applicable

## ST7. Relevant qualifications, checks, licences or skills

Not applicable

## ST8. Commonwealth material

Not applicable

## ST9. Jurisdiction

ST9.1 This Agreement is governed by the law of the Australian Capital Territory.

## ST10. Grantee trustee of trust

ST10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

ST10.2 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.

## ST11. Fraud

ST11.1 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.

ST11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST11.3 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.

ST11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

ST11.5 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.

ST11.6 This clause survives the termination or expiry of the Agreement.

## ST12. Step-in rights

Not applicable

## ST13. Grant administrator

Not applicable

## ST14. Management Adviser

Not applicable

## ST15. Indemnities

ST15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST15.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## ST16. Compliance with legislation

ST16.1 In this Agreement:

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

ST16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST16.3 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).

ST16.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007) and successor documents
- (b) the NHMRC/ARC/UA National Statement on Ethical Conduct in Human Research (2007, updated 2015); and
  - (i) the Australian Code for the care and use of animals for scientific purposes (2013) endorsed by the NHMRC, the ARC, the Commonwealth Scientific and Industrial Research Organisation and UA.

## ST17. Work health and safety

ST17.1 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.

ST17.2 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 ST17.1.

ST17.3 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 in regard to those facilities, as notified by the Commonwealth or

as might reasonably be inferred from the use to which the premises or facilities are being put.

## **ST18. Transition**

Not applicable

## **ST19. Corporate Governance**

ST19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

## **ST20. Counterparts**

ST20.1 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.

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

- 1.1 The Grantee agrees to undertake the Activity 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 to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.2 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

### 4. Notices

- 4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to 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 in accordance with the Grant Details or as most recently

updated by notice given in accordance with this clause.

## 5. Relationship between the Parties

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

## 6. Subcontracting

- 6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 7. Conflict of interest

- 7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.
- 7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
  - (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## 8. Variation, assignment and waiver

- 8.1 This Agreement may be varied in writing only, signed by both Parties.
- 8.2 The Grantee cannot novate or assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.
- 8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.
- 8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## 9. Taxes, duties and government charges

- 9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
  - (b) have quoted their Australian Business Number to the other; and
  - (c) must notify the other of any changes to the matters covered by this clause.
- 9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoices for any taxable supplies it makes under this Agreement.
- 9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.
- 9.6 If the Grantee is not, or not required to be, registered for GST, then:
- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
  - (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 10. Spending the Grant

- 10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2 Within one month after the Activity's Completion Date, and at least every 12 months during the term of the Agreement, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.
- 10.3 The reports under clause 10.2 must be audited by:
- (a) a Registered Company Auditor registered under the Corporations Act 2001; or
  - (b) a certified practising accountant; or
  - (c) a member of the National Institute of Accountants; or
  - (d) a member of the Institute of Chartered Accountants;
- who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 11. Repayment

- 11.1 If any amount of the Grant:
- (a) has been spent other than in accordance with this Agreement; or
  - (b) is additional to the requirements of the Activity
- then the Commonwealth may, by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
  - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
  - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.
- 11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:
- (a) the Grantee must do so within the time period specified in the notice;



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

## 12. Record keeping

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

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

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

## 13. Reporting 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 the *Privacy Act 1988* (Cth);
- (c) to ensure that any 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 one of the Grantee's subcontractors.

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

## 15. Confidentiality

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

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

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

## 16. Insurance

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

## 17. Intellectual property

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

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

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

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

## 18. Dispute resolution

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

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

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

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some

form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

- 18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any independent 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) 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 0, 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 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 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; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

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

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

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

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

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

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

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) 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 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:
- (a) clause 11 (Repayment);
  - (b) clause 12 (Recordkeeping)
  - (c) clause 14 (Privacy);
  - (d) clause 15 (Confidentiality);
  - (e) clause 16 (Insurance)
  - (f) clause 17 (Intellectual property);
  - (g) Clause 19 (Reduction, Suspension and Termination);
  - (h) clause 21 (Survival);
  - (i) clause 22 (Definitions);
  - (j) 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.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth Standard Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- Commonwealth Purposes means the following:
  - (a) the Commonwealth verifying and assessing funding proposals, including an application;
  - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
  - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
  - (e) excludes the commercialisation (being for-profit use) of the Activity Material by the Commonwealth.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned on that money.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

## Signatures

Executed as an agreement:

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science [or insert entity name]

<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature and date</b>	
<b>Witness name</b> (print)	
<b>Signature and date</b>	

### Grantee

<b>Full legal name of the Grantee</b>	[insert name of the Grantee and any ABN]
<b>Name</b> (print)	
<b>Signature and date</b>	
<b>Witness name</b> (print)	
<b>Signature and date</b>	

[or]

<b>Name of Company</b>	[insert name of company and any ABN, ACN or ARBN]
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<b>Director name</b> (print)	
<b>Signature and date</b>	
<b>Director/ Company Secretary name</b> (print)	
<b>Signature and date</b>	

[or]

<b>Full legal name of the Grantee</b>	[insert name of incorporated association and any ABN or other registration number]
<b>Public officer's name</b> (print)	
<b>Signature and date</b>	
<b>Committee Member/ Secretary name</b> (print)	
<b>Signature and date</b>	

[or]

<b>Full legal name of the Grantee</b>	[insert name of partnership and any ABN]
<b>Partner's name</b> (print)	
<b>Signature and date</b>	
<b>Witness name</b> (print)	
<b>Signature and date</b>	



<b>Name</b> (print)	
<b>Position</b> (print)	
<b>Signature and date</b>	
<b>Witness name</b> (print)	
<b>Signature and date</b>	

SAMPLE

## **Schedule 1 Reporting templates (available soon)**

### **Appendix 1**

Australia-China Science and Research Fund Joint Research Centres - progress report

### **Appendix 2**

Australia-China Science and Research Fund Joint Research Centres - end of project report

### **Appendix 3**

Australia-China Science and Research Fund Joint Research Centres - financial and audit report

SAMPLE