



Australian Government

Your reference no: <reference number>

Title

<position>

<organisation name>

<Address line 1>

<Address line 2>

<Address line 3>

<Address line 4>

<department address 1>

<department address 2>

GPO Box 2013

CANBERRA ACT 2601

p: < state office phone number>

e: <program mailbox address>

w: business.gov.au

abn: 74 599 608 295

Dear <name>

Your application has been successful

As outlined in your application under the Cyber Security Small Business Program (CSSBP) and grant opportunity guidelines, on receipt of this letter you are a party to a grant agreement. You must contact us immediately if your circumstances have changed and you are no longer able to carry out your project.

The Agreement

This agreement is a binding agreement between <organisation name> ABN <organisation ABN> (grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science (Commonwealth/we).

The agreement includes:

- this letter
- the grant schedule (attachment A)
- the grant terms and conditions (attachment B)
- your application
- the grant opportunity guidelines applicable on the date you submitted your application.

industry.gov.au

Industry House - 10 Binara Street, Canberra City, ACT 2601
GPO Box 2013 Canberra ACT 2601 ABN: 74 599 608 295

We may use information contained in this agreement for public reporting purposes, including the grantee name and grant amount.

What you must do

You must undertake the project in line with this agreement. You must only spend the grant on the project or on eligible activities to undertake the project.

If you make a public statement or publish any material about your project you must acknowledge the funding you received from this grant.

What we will do

We will pay the Grant into your nominated bank account.

Any questions?

If you have any questions please call <CSM name> on <CSM phone number>.

Yours sincerely,

<signature block 1>

<signature block 2>

<signature block 3>

[31 October 18]

Attachment A – Grant schedule

| | |
|-----------------------------------|---|
| Program | <program name> |
| Grantee | <organisation name> |
| Grantee ABN | <organisation ABN> |
| Project title | <project name> |
| Project number | <project number> |
| Project description | <project activities> <project outcome> |
| Project start date | <project start date> |
| Project end date | <project end date> |
| Total eligible expenditure | \$(total eligible expenditure) |
| Grant ratio | Up to <grant ratio> |
| Total/maximum grant | \$(funding amount)(plus GST where applicable) |

Attachment B Grant Terms and Conditions

1. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

2. Payment of the Grant

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

2.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement.

2.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

3. Spending the Grant

3.1 The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

4. Repayment

If any of the Grant has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

5. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

6. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

7. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

8. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

9. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

10. Indemnities

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

10.2 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.

11. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

12. Dispute resolution

12.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

12.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

12.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

13. Termination for default

The Commonwealth may terminate this Agreement by notice if it reasonably believes the Grantee:

1. has breached this Agreement; or
2. has provided false or misleading statements in their application for the Grant; or
3. will be unable to complete the Grant Activity; or
4. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

14. General provisions

14.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

14.2 This Agreement may only be varied by the parties' signed written agreement.

14.3 Clauses 3 (Spending of the Grant), 4 (Repayment), 5 (Record keeping), and 7 (Grant Activity material) survive the expiry or termination of this Agreement.

CLASSIFICATION