



Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

[Grantee Organisation]

[Grant Number]

Contents

Grant Agreement [ref: Grant Number]	3
Parties to this Agreement	3
Background	3
Scope of this Agreement	3
Grant Details	5
A Purpose of the Grant	5
B Activity	5
C Duration of the Activity	6
D Payment of the Grant	6
E Reporting	6
F Party representatives and address for notices	7
G Supplementary Terms	9
Signatures	12
Commonwealth	12
Grantee	12
Schedule 1 Commonwealth General Grant Conditions	i

Grant Agreement [Ref: Grant Number]

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	[Grantee Organisation]
Australian Business Number (ABN)	[Organisation ABN]
Australian Company Number (ACN) (if applicable)	[Organisation ACN]
Grantee Address	[Grantee Organisation Street Address] [Suburb] [State] [Post Code]
Telephone	[Grantee primary Contact Phone] [Mobile]
Email	[Grantee Primary Contact Email]

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Innovation and Science
10 Binara Street CANBERRA ACT 2601
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 each 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 Commonwealth General Grant Conditions (Schedule 1);
- d) the Grant Details;
- e) any other document referenced or incorporated in the Grant Details.

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

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

Subject to undertakings as to confidentiality, the operation of privacy laws, and any general protections that might otherwise apply, certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

A Purpose of the Grant

- A.1 An Innovation Connections Grant is provided to eligible applicants under the Entrepreneurs' Programme, following an Innovation Connections Facilitation Service. The Innovation Connections Grant aims to help collaboration between business and research organisations to develop and implement new ideas with commercial potential.
- A.2 An Innovation Connections Grant reimburses the Grantee for up to half the costs of undertaking one of the following Placements, as recommended in the Innovation Connections Facilitation Report and approved by the Commonwealth:
- a) a Researcher Placement (maximum \$50,000 plus GST); or
 - b) a Business Researcher Placement (maximum \$50,000 plus GST); or
 - c) a Graduate Placement (maximum \$30,000 plus GST).

B Activity

- B.1 The Activity is made up of the Placement and all eligible Project activities as specified in these Grant Details.
- B.2 The Grantee must:
- a) arrange for the Project specified in the Placement Schedule below to be carried out; and
 - b) ensure that the Business Contributions specified in the Placement Schedule in item B.2 have been finalised.

Placement Schedule

Type of Placement	[Researcher] or [Business Researcher] or [Graduate] Placement
Project Activity	[Project Title]
Project Start Date	[Agreed Project Start Date]
Project End Date	[Agreed Project End Date]
Project Partner	[Collaborator Organisation] [Collaborator Organisation ABN]
Researcher(s)	Researcher [Title] [First Name] [Last Name]
Grant	\$ [Approved Grant Amount] (plus GST as applicable)
Business Contribution	\$ [Business Contribution] (plus GST as applicable)
Reporting Material	Progress Report (if applicable and to be completed by the business) Final Report from the Grantee Final Report from the Project Partner Financial Statement from the Grantee

In undertaking the Placement, the Grantee must comply with the requirements of the Programme Guidelines.

C Duration of the Activity

- C.1 The Activity starts on the date of execution of this Agreement and ends on the date the last report is completed, as set out in Part E of these Grant Details.
- C.2 The Grantee must
- a) complete the Project described in the Placement Schedule in item B.2 before the Project End Date;
 - b) ensure that the Business Contributions specified in the Placement Schedule in item B.2 have been finalised.
 - c) submit all claims for payment under this Grant Agreement within 30 days of the Project End Date

D Payment of the Grant

- D.1 An Innovation Connections Grant is paid to a Grantee on the conditions described in the Programme Guidelines.
- D.2 Subject to item D.3, upon:
- a) completion of the Placement described in item B.2; and
 - b) the Grantee providing evidence in the form required at item D.4, confirming that the:
 - (i) Placement has been completed; and
 - (ii) all the Business Contributions specified in the Placement Schedule in item B.2 have been finalised; and
 - c) subject to the Grantee's compliance with all other obligations under this Agreement;

the Commonwealth will pay the Grantee as follows:

[For Placements less than 6 months]

A single payment of up to 100 per cent of the Grant following the Commonwealth's satisfactory receipt and evaluation of the Final Reports and the Financial Statement.

[For Placements 6 to 12 months]

- (i) A progress payment of 50 per cent of the Grant following the Commonwealth's satisfactory receipt and evaluation of the Progress Report; and
 - (ii) A final payment of up to 100% of the remainder of the Grant following the Commonwealth's satisfactory receipt and evaluation of the Final Reports and the Financial Statement.
- D.3 Where the Grantee has, for reasons beyond its control, been unable to complete the Placement or Project specified in the Placement Schedule, the Grantee may apply for, and the Commonwealth may, at its discretion, provide partial payment for up to half of the Grantee's reasonable costs.

D.4 The Grantee must provide the following evidence of completion (or partial completion) of the relevant Placement to the Commonwealth within 30 days of completion or partial completion:

- a) a declaration (in a format provided by the Commonwealth) signed by the Grantee:
 - (i) confirming that the relevant Placement has been completed; and
 - (ii) identifying the amount expended, including all Business Contributions, in the form of a financial statement by the Grantee in relation to the Activity; and
- b) any Reporting Material that may be due to be provided by the Grantee and the Project Partner.

D.5 The Grant will be paid electronically by the Commonwealth to an Australian financial institution account nominated by the Grantee.

D.6 The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies the Grantee makes in relation to the Activity.

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

The Parties acknowledge that they are registered for GST and will notify the other Party if they cease to be registered for GST.

E Reporting

E.1 The Grantee agrees to submit the following reports, in the form as may be required by the Commonwealth from time to time, by the due date below.

Report type	Due date
Progress Report	[Midpoint date between project start and end dates + 14 days]
Final Reports from Grantee and Project Partner	[project end date + 30 days]
Financial Statement from Grantee	[project end date + 30 days]

F Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[Grantee primary Contact Name]
Position	[Grantee primary Contact Position]
Postal address	[Organisation Street Address] [Suburb] [State] [Post Code]
Business hours telephone	[Grantee primary Contact Phone] [Mobile]
E-mail	[Grantee Primary Contact Email]

Commonwealth representative and address

Commonwealth representative name	[CSM]
Position	[CSM Position]

Postal address	Department of Industry, Innovation and Science Level 13, 26 Franklin Street Adelaide SA 5000
Business hours telephone	[CSM Phone Number]
E-mail	ic@industry.gov.au

- F.1 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 Supplementary Terms

G1 Publicity and Promotion

- G1.1 The Grantee agrees that:
- (a) The Grantee and the Project Partner must make the details and outcome of the Activity available to the Commonwealth for use as an Innovation Connections case study and for other purposes relating to the Commonwealth's evaluation of the Entrepreneurs' Programme; and
 - (b) The Grantee and the Project Partner must ensure that the Commonwealth and the Grant is acknowledged in accordance with clause 2 of Schedule 1 when carrying out any publicity or promotional activities regarding the Activity.

G2 Activity budget

- G2.1 The Grantee agrees to use the Grant [and any Business Contributions] and undertake the Activity consistent with the following budget

Eligible Expenditure Item	Total \$ (GST excl)
Personnel costs	\$[value]
Facility costs	\$[value]
Research organisation costs	\$[value]
Total Project costs	\$[total cost]

G3 Record keeping

- G3.1 The Grantee agrees to:
- (a) maintain records that identify the receipt and expenditure of the Grant [and any Business Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
 - (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.
- G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.
- G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4 Audit

- G4.1 The Grantee may be required to provide the Commonwealth with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.
- G4.2 Independently audited financial acquittal reports must be audited by:
- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); 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.

G5 Access

- G5.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.
- G5.2 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 G5.1.
- G5.3 Term G5 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G6 Activity specific legislation, policies and industry standards

- G6.1 Without limiting the generality of Item G7 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:
 - (a) The *Work Health and Safety Act 2011* (Cth), any corresponding regulations made under that Act and any relevant Code of Practice approved for the purpose of that Act ('WHS Laws').
 - (b) The Building Code 20131 (Building Code) and the Australian Government Building and Construction WHS Accreditation Scheme² (WHS Scheme).

Note: The Grantee must ensure the Activity is undertaken in a safe manner. The Grantee must not, and must ensure its Personnel do not, by act or omission place the Commonwealth in breach of its obligations under the WHS Laws. [include following sentence if Grantee working on Commonwealth's premises, otherwise delete] The Grantee must, and must ensure its Personnel, if using or accessing the Commonwealth's premises or facilities, comply with all reasonable instructions, directions, policies and procedures relating to work health and safety in operation at those premises or facilities whether specifically drawn to the attention of the Grantee or might reasonably be inferred from the circumstances.

G7 Jurisdiction

- G7.1 This Agreement is governed by the law of the Australian Capital Territory.

G8 Grantee trustee of a Trust (if applicable)

- G8.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.
- G8.2 The Grantee warrants that:
 - (a) it is the sole trustee of the Trust
 - (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

¹ The Building Code 2013 can be found at <http://www.fwbc.gov.au/building-code>.

² The Australian Government Building and Construction OHS Accreditation Scheme can be found at <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditationscheme/pages/theaccreditationscheme> .

- (c) it has entered into this Agreement for the proper administration of the Trust;
- (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.

Signatures

Executed as an agreement:

Commonwealth

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

Name (print)	
Position (print)	
Signature and date	

Grantee

Full legal name of the Grantee	[Grantee Organisation]
Name of Authorised Representative (print)	
Signature and date	

Schedule 1 Commonwealth General Grant Conditions

1 Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2 Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3 Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4 Relationship between the Parties

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.

5 Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 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 Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7 Variation

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

8 Payment of the Grant

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

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9 Spending the Grant

9.1 The Grantee agrees that it receives the Grant as payment for undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10 Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11 Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12 Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in any reports or other Material it is required to provide to the

Commonwealth under this Agreement ('the Reporting Material').

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

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

13 Privacy

When dealing with Personal Information 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.

14 Confidentiality

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

15 Insurance

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

16 Indemnities

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

16.2 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.

17 Dispute resolution

17.1 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.

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

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

18 Termination for default

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

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19 Cancellation for convenience

19.1 The Commonwealth may cancel 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 believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, 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 to the cancellation and are not covered by 19.3(a).

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

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20 Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21 Definitions

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.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General 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*.
- **Business** means the entity that has received the Innovation Connections Facilitation.
- **Business Contribution** means the money provided by the business towards Activity costs not covered by the Grant, and identified in item B.2.
- **Business Researcher Placement** means the researcher who is employed by the business and possess the expertise to undertake the research project identified in item B.2.
- **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 agency specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General 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.
- **Completion Date** means the date or event specified in the Grant Details.
- **Entrepreneurs' Programme** means a Commonwealth Government programme that provides a framework which the Government will drive business growth and competitiveness by supporting business improvement and research connections.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Graduate Placement** means the researcher who is employed by the business and is identified at item B.2.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the section of this Agreement titled Grant Details.
- **Innovation Connections Facilitation** means a service that provides a business with assistance to address knowledge or research related issues.
- **Innovation Connections Facilitation Report** means a report provided to the business that includes recommendations to address the business's identified research needs and opportunities.
- **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).
- **Placement** means any one of the following: Researcher Placement, Business Researcher Placement or Graduate Placement.
- **Placement Schedule** means the schedule referred to in clause B of this Agreement.
- **Programme Guidelines** means Entrepreneurs' Programme Guidelines and the Innovation Connections Customer Information Guide (as in force from time-to-time).
- **Project** means the collaborative activities recommended in an Innovation Facilitation Report being undertaken through the Placement.
- **Project Partner** means the organisation collaborating with the Grantee and specified in the Placement Schedule.
- **Publicly Funded Research Organisation** or **PFRO** means all higher education providers listed at Table A and Table B of the *Higher Education Support Act 2003*, as well as Federal, State and Territory Government departments or agencies which undertake publicly funded research.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in item B.2.
- **Researcher Placement** means the researcher, researchers, if any, identified at item B.2, and who is either:
 - engaged under contract by a as a researcher; or
 - enrolled as a Higher Degree by Research student at a PFRO.