



Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

<<Grantee>>

<<Reference number>>

NB: This is an example grant agreement intended for use with the Safer Communities Fund program. 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 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	<<insert details>>
Legal entity type (e.g. incorporated association, company, not for profit organisation etc)	<<insert details>>
Trading or business name	<<insert details>>
Any relevant licence, registration or provider number	<<insert details>>
Australian Business Number (ABN) or other entity identifiers	<<insert details>>
Australian Company Number (ACN)	<<insert details>>
Registered for Goods and Services Tax (GST)?	<<insert details>>
Date from which GST registration was effective?	<<insert details>>
Registered office (physical/postal)	<<insert details>>
Relevant business place (if different)	<<insert details>>
Telephone	<<insert details>>
Email	<<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 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 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.

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 <<insert project outcomes>>.

The Grant is being provided as part of the Safer Communities Fund – Round 2.

The Safer Communities Fund implements the Government’s plan to deliver safer communities, by:

- boosting the efforts of local councils and community organisations to address crime and anti-social behaviour by funding crime prevention initiatives (such as fixed and mobile CCTV and lighting)
- protecting community organisations that may be facing security risks associated with racial and/or religious intolerance.

B Activity

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

<<Describe the Project, ie 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 scope and description -
- Key eligible activities ...>>

The Project will <<add any program specifics if applicable eg needs to be located in a particular region>>.

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 Activity

The Activity starts on <<insert date/event, eg the date of execution of this Agreement>> and ends on <<insert date/event that provides sufficient time for completing all outstanding activities under the agreement, including final payment>> 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 and basis on which milestone will be determined as achieved>>	<<dd/mm/yyyy>>

No.	Title and description	Due Date
3	<<title and description of milestone, include key activities and basis on which milestone will be determined as achieved>>	<<dd/mm/yyyy>>
4	project end date	<<dd/mm/yyyy>>
5	Final 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 up to 100 per cent of Eligible Expenditure defined in section 5.6 of the Programme Guidelines subject to satisfactory progress towards milestones and availability of Programme funds.

The Grant will be paid over the following financial years subject to sufficient Programme funding being available. The Commonwealth is not obliged to make a payment if it would result in the amount paid in a financial year exceeding that financial year's capped amount itemised in this table.

Financial Year	\$ capped amount (GST excl)
2017/18	<<insert amount>>
2018/19	<<insert amount>>
2019/20	<<insert amount>>
Total	<<total grant amount>>

An initial payment covering up to 6 months of eligible expenditure will be paid on execution of this Grant Agreement. Subsequent payments will be paid six monthly in advance, based on your forecast eligible expenditure and 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 Grant Agreement.

A final payment of at least 5 per cent of the Grant will be withheld until the 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.

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 subsequently cease to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

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	Due date
<<e.g. Progress>>	<<project start date>>	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>
<<e.g. Progress>>	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>
<<e.g. Progress>>	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>
End of Project	<<dd/mm/yyyy>>	<<project end date>>	<<dd/mm/yyyy>>
Independent audit certificate (if required)	<<project start date>>	<<project end date>>	<<dd/mm/yyyy>>

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>>
Fax	<<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>>
Mobile	<<insert details>>
Fax	<<insert details>>
E-mail	<<insert details>>

Commonwealth Grant Agreement

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 Other Contributions

<<Not Applicable>>

G2 Activity budget

<<Not Applicable>>

<<or>>

G2.1 The Grantee agrees to use the Grant <<and any Other Contributions>> and undertake the Activity consistent with the following budget

Eligible Expenditure Item	Estimated Costs <<yyyy/yy>> (GST excl)	Estimated Costs<<yyyy/yy>> (GST excl)	Estimated Costs <<yyyy/yy>> (GST excl)	Total \$ (GST excl)
CCTV equipment	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Security lighting	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Security fencing	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Bollards	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Crime prevention through environmental design	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Installation cost	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Other costs	\$<<value>>	\$<<value>>	\$<<value>>	\$<<value>>
Total Project costs	\$<<total cost>>	\$<<total cost>>	\$<<total cost>>	\$<<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 Other 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; and
- (c) <<insert other requirements>>

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 Activity Material

Not Applicable

G6 Access

G6.1 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.

G6.2 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 G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7 Equipment and assets

Not Applicable

G8 Relevant qualifications or skills

Not Applicable

<<or>>

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:

- (a) <<insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for police clearance, certificate 4 etc)>>

G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 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 2016¹ (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.

G10 Commonwealth Material, facilities and assistance

Not Applicable

G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 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
- (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.

¹ The Building Code 2016 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>.

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>>

Name (print)	
Position (print)	
Signature and date	
Witness Name (print)	
Signature and date	

Grantee

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

<<or>>

Full legal name of the Grantee	<<insert name of incorporated association and any ABN or other registration number>>
---------------------------------------	--

Public Officer's Name (print)	
Signature and date	
Committee Member/ Secretary Name (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 to spend the Grant for the purpose of 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 Material created undertaking the Activity.

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 The licence in clause 12.2 does not apply to Activity Material.

12.4 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*.

- **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 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.

- **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.

- **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*.

- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

Schedule 2 Reporting templates

Appendix 1

Safer Communities Fund – Round 2 - milestone report <<insert number>>

Project number	<<insert details>>
Grantee name	<<insert details>>
Project title	<<insert details>>
Progress period	<<insert details>>

1. Project progress

a. Complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

b. Describe the eligible activities completed on the project, including the achievement of milestones and the outcomes met as detailed in your grant agreement. If applicable, comment on why the milestone has not been completed. Grant funding will be paid as agreed milestones are achieved.

c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

d. Is the project proceeding as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing, outcome. Also comment on any anticipated issues that may impact on project timing, outcome and budget.

2. Eligible expenditure incurred for this progress period

Milestone expenditure items, including any assets (attach evidence)	Cost (GST excl)
	\$
	\$
Total	\$

Is the expenditure incurred for this period in accordance with the project budget in the grant agreement?

Yes No

If No, explain the reason for any underspend or overspend.

3. Eligible expenditure forecast for the next progress period

Milestone expenditure items, including any assets	Expected cost (GST excl)
	\$
	\$
Total	\$

Is the expenditure expected to be incurred for this period in accordance with the project budget in the grant agreement? Yes No

If No, explain the reason for any anticipated underspend or overspend.

4. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

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

SignedDate

<<Position/ title>>

Appendix 2

Safer Communities Fund – Round 2 – final project report

Project number	<<insert details>>
Grantee name	<<insert details>>
Project title	<<insert details>>
Progress period	<<insert details>>

1. Project activities and outcomes

- a. Provide a brief outline of project activities.

- b. Provide a brief outline of project outcomes.

- c. Were all the activities as specified in the grant agreement completed? Please attach evidence that the project was completed, for example invoices and photos.

Yes No

If no, explain why.

2. Project benefits

Provide information to demonstrate the benefits the project has achieved?

3. Updated business indicators

Recent trading performance	Not Applicable	Latest complete financial year <<yyyy-yy>>
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)		

4. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- the information listed above is accurate, complete and not misleading and that I understand that 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 the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

SignedDate

<<Position/ title>>

Appendix 3

Safer Communities Fund – audit report

(Only some grant recipients will be required to submit this report. AusIndustry will advise you of reporting requirements when we finalise your grant agreement).