

## Supplementary Terms from the Clause Bank

<b>Organisation ID:</b>	
<b>Agreement ID:</b>	
<b>Schedule ID:</b>	

### 1. Other Contributions

None Specified

### 2. Activity Budget

None Specified

### 3. Intellectual property in Activity Material

None Specified

#### 3A. Intellectual property – research

None Specified

#### 3B. Creative Commons licence

None Specified

### 4. Access/Monitoring/Inspection

CB4.1 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.

CB4.2 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 CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

### 5. Equipment and Assets

None Specified

### 6. Specified Personnel

None Specified

### 7. Relevant qualifications, licences, permits, approvals or skills

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

(a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and

(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

CB7.2 The Grantee agrees to ensure that all persons with “management or control” and who are “responsible for the day-to-day operation of the service” as referred to in Part 8 of the A New Tax System (Family Assistance) (Administration) Act 1999 remain “fit and proper” persons at all times during the term of this Agreement and otherwise hold, during the term of this Agreement, all qualifications required as a condition of the Grantee’s provider approval, including, as applicable:

(a) Working with children checks

(b) Any qualification required under Education and Care Services National Law.

## **8. Vulnerable Persons**

None Specified

## **9. Child Safety**

### **Definitions**

CB9.1 In this Agreement:

#### **Child**

means an individual(s) under the age of 18 years and Children has a similar meaning;

#### **Child-Related Personnel**

means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

#### **Legislation**

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

#### **National Principles for Child Safe Organisations**

means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

#### **Relevant Legislation**

means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

#### **Working With Children Check or WWCC**

means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

***National Principles for Child Safe Organisations and other action for the safety of Children***

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - 1. the National Principles for Child Safe Organisations;
  - 2. the Grantee's risk management strategy required by this clause CB9.3;
  - 3. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - 4. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

**10. Commonwealth Material, facilities and assistance**

None Specified

**11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

**12. Grantee trustee of Trust**

None Specified

**13. Fraud**

None Specified

**14. Prohibited dealings**

None Specified

**15. Anti- corruption**

None Specified

**16. Step-in rights**

None Specified

**17. Grant Administrator**

None Specified

**18. Management Advisor**

None Specified

**19. Indemnities**

None Specified

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 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).

CB20.4 The Grantee agrees to comply with, and to take all reasonable measures to ensure it maintains its approval, as applicable, under:

(a) The A New Tax System (Family Assistance) (Administration) Act 1999;

(b) Where the relevant service is 'education and care services' as defined, the Education and Car Services national Law as it applies in the relevant State or Territory in which the Activity is performed.

**21. Work Health and Safety**

None Specified

**22. Transition**

None Specified

**23. Corporate governance**

None Specified

**23A. Incorporation requirement**

None Specified

**24. Counterparts**

None Specified

**25. Employees subject to SACS Decision**

None Specified

**26. Program Interoperability with National Disability Insurance Scheme**

None Specified

**27. Rollover of Surplus and Uncommitted Funds**

None Specified

**28. Secret and Sacred Indigenous Material**

None Specified