



Delivered by the  
National Disability  
Insurance Agency

# **National Disability Insurance Agency Simple Grant Agreement**

between the

National Disability Insurance Agency

and

**[Program Schedule Organisation Legal  
Name]**

## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	
Legal entity type	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)	
Date from which GST registration was effective	
Registered office (physical)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

### The National Disability Insurance Agency (us)

The National Disability Insurance Scheme Launch Transition Agency (NDIA), 13 – 19 Malop Street, Geelong, Victoria, ABN 25 617 475 104.

### Background

The NDIA has agreed to enter into this Agreement under which we 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 Grant and undertake each 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

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

### A. Purpose of the Grant

The Grant is being provided as part of the **Community Inclusion Capacity Development** program.

The Agreement starts on **1 September 2020** (Start Date) and ends on **31 January 2024** (Completion Date).

Build innovative ways to increase the independence, social and community participation of people with a disability. Information, Linkages and Capacity Building (ILC) will deliver on this objective by building individual capacity to live an ordinary life and creating opportunities in the community to do so. Ultimately, ILC will help to drive the change required across all sections of the community to support the inclusion of people with disability.

This Grant is being provided under, and these Grant Details form part of, the Agreement between us and the Grantee.

## B. Activity

You warrant that you have the power to enter into this Agreement to deliver the funded Activity/ies.

In carrying out the Activity/ies, you must:

- (a) Comply with any codes of ethics, regulations or other industry standards relevant to the Activity/ies;
- (b) Comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs; and
- (c) Comply with any National Disability Insurance Agency (NDIA) or departmental policy notified to you in writing; including any new or altered NDIA policy.

The National Disability Insurance Scheme (NDIS) Information, Linkages and Capacity Building (ILC) is committed to supporting people with disability to pursue their goals and maximise their independence and social and economic participation. To deliver real change to people with disabilities, we need to see evidence of outcomes, or a contribution to outcomes.

The objective of the Individual Capacity Building (ICB) Grant Round 2020-2021 is to provide people with disability the skills and confidence to participate and contribute to the community and protect their rights. Building off the Disabled Peoples Organisations and Family Organisations – Information, Linkages and Capacity Building (ILC) Readiness Round 2018-19 grant round and the ICB Round 1 2019-20, the ICB Program will also continue to strengthen and build the capacity of Disabled Peoples Organisations (DPO) and Family Organisations (FOs) across Australia through funding organisational capacity building activities.

Individual Capacity Building (ICB) activities build the capacity of people with disability by ensuring that they have the knowledge, skills and confidence they need to set and achieve their goals. The proposed activities must be for the primary and direct benefit of people with disability, and developed and delivered in collaboration with people with disabilities.

You must implement the Activity proposed in your application for the Individual Capacity Building (ICB) Grant Round 2020-2021. In undertaking the proposed ILC Activity, you are required to take an outcomes focussed approach to your implementation.

In undertaking this Activity, you must, in consultation with NDIA:

- identify Activity outcomes relevant to your Activity that will contribute to the objectives of the grant round;
- identify, and document in the Activity Work Plan, the key evaluation questions that will enable you to evaluate your contribution to these objectives and the data collection methods you propose to use to provide evidence of this;
- monitor, evaluate and report the effectiveness of your Activity, using resources provided by the NDIA and how it has resulted in outcomes for people with disability or made a contribution to the grant round objectives; and
- keep all records of outcomes monitoring, evaluation and reporting for 5 years to participate in any future evaluation activity undertaken by, or on behalf of, the NDIA to measure the impact of ILC.

This Grant is conditional on your organisation ensuring that Activities funded under this Agreement do not duplicate any current local, state and territory or Commonwealth Government responsibilities and that people with disability are involved in the implementation of the activity including the governance and the delivery of the Activity and the development of any resources.

Payments will be made in accordance with standard payment terms of Government upon endorsement of deliverables as indicated in the Payment Milestone at **Item D – Payment of the Grant**.

### **Important requirements**

You must comply with:

- NDIA Departmental Policies\*;
- the relevant Guidelines\*;
- the Data Exchange Protocols\*;
- and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

\*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the Data Exchange website: <https://dex.dss.gov.au/> and the National Disability Insurance Scheme website: <https://www.ndis.gov.au/communities/ilc-home.html>.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

### **Data Exchange Reporting**

None Specified

### **Activity Work Plan**

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the NDIA as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

### **Acknowledgement and Announcements**

You must acknowledge us in all publications, promotional and advertising Materials in relation to the Activity, signs or plaques displayed at the location where the Activity is undertaken, at any Activity event and otherwise at the times and in the manner as we direct from time to time.

You must submit to us any documentation containing the acknowledgement 20 Business Days prior to the publication of any Materials in the relation to the Activity.

You must submit to us details of any Activity event and any documentation in relation to any Activity event containing the acknowledgement 20 Business Days prior to the announcement of any Activity event.

You must provide us at least 20 Business Days' notice of any intention to contact any Commonwealth Minister or Assistant Minister in relation to any Activity event and allow us to co-ordinate any contact with the relevant Minister's office in relation to the Activity event.

If we require amendments to the proposed form of words of a publication or announcement, you must make the required amendment before allowing the words to be published or announced.

Notwithstanding our review or proposal of a revised form of words in accordance with this clause, you will at all times remain responsible for the content and accuracy of publications and announcements.

We provide prescribed text attribution that you must use to acknowledge funding for services, activities and events – this is: *Funded by the National Disability Insurance Agency*.

In some circumstances it may be appropriate to use the NDIA logo and trade marks to acknowledge funding. Use of the NDIA logo and any trade marks must be approved by us.

Any queries about acknowledgement of funding, Activity event or contacting any Minister or Assistant Minister in relation to any Activity event should be directed to your Funding Arrangement Manager.

### Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

### Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

### Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

### Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed NDIA funding amounts will be used by us to provide reports, by region, on NDIA’s funding.

The information may be published on a Commonwealth website.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The NDIA and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded		

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.		

## C. Duration of the Activity

The Activity starts on 1 September 2020.

The Activity (other than the provision of any final reports) ends on 31 August 2023 which is the Activity's Completion Date.

## D. Payment of the Grant

The total amount of the Grant is [Overall Agreement Value for all financial years] (GST exclusive).

The Grantee's nominated Bank Account into which the Grant is to be paid is:

<b>BSB Number</b>	
<b>Financial Institution</b>	
<b>Account Number</b>	
<b>Account Name</b>	

The Grant will be paid in instalments by the NDIA upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

<b>Milestone</b>	<b>Anticipated date</b>	<b>Amount (excl. GST)</b>	<b>GST</b>	<b>Total (incl. GST)</b>
Half yearly payment of 2020-21 funds	1 September 2020			
Half yearly payment of 2020-21 funds subject to endorsement of the Activity Work Plan	3 March 2021			
Half yearly payment of 2021-22 funds subject to endorsement of a Progress Report	13 July 2021			
Half yearly payment of 2021-22 funds subject to endorsement of a Progress Report	1 December 2021			
<b>Total Amount</b>				

Your funding may be adjusted by indexation. You will be notified in writing if this occurs.

## Invoicing

None Specified

## Taxes, duties and government charges

GST Provisions – If you are a Government Related Entity

D.1 In this clause:

(a) the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(b) the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**' and '**decreasing adjustment**' have the same meaning as given in the GST Act; and



(c) **'receiver of the supply'** has the same meaning as the term 'recipient' has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

(a) the parties are both 'government related entities' as defined in the GST Act;

and either:

(b) the payment of the Grant:

(i) is covered by an appropriation under an Australian law; and

(ii) is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or

(c) the payment of the Grant is a kind of payment specified in regulations made for the purposes of s.9-17 of the GST Act.

D.3 On the basis of the matter described in clause D.2, the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

D.4 You must 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 clause.

D.5 If, despite clauses D.2 and D.3, one party (**'supplier'**) makes a taxable supply to the other party (**'receiver of the supply'**) under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each Party:

(a) has quoted its Australian Business Number to the other; and

(b) must tell the other of any changes to the matters covered by this clause.

D.8 This clause survives the expiry or termination of this Agreement or any aspect of it.

**OR**

GST Provisions – If you are registered or required to be registered for GST

D.1. In this clause:

(a) the term **'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(b) the terms **'supply'**, **'supplier'**, **'taxable supply'**, **'tax invoice'**, **'GST'**, **'input tax credit'**, **'decreasing adjustment'** and **'adjustment note'** have the same meaning as given in the GST Act; and

(c) the term **'RCTI'** means a 'recipient created tax invoice' as defined in the GST Act. For the purpose of this Agreement, an RCTI is a tax invoice belonging to a class of tax invoices that the Australian Commissioner of Taxation has determined in writing may be issued by the receiver of the supply; and

(d) **'receiver of the supply'** has the same meaning as the term 'recipient' has in the GST Act.

D.2 You must 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 clause.

D.3 If one party (**'supplier'**) makes a taxable supply to the other party (**'receiver of the supply'**) under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice or RCTI, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.4 If an amount on account of GST has been included in the consideration for a supply under this Agreement, the amount of GST is as specified in this Item D.

D.5 If an amount on account of GST has been included in the consideration for a supply under this Agreement and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each party:

(a) is registered for GST purposes;

(b) has quoted its Australian Business Number to the other; and

(c) must tell the other of any changes to the matters covered by this clause.

D.8 We (as the receiver of the supply) will issue RCTI(s) and any adjustment notes for any taxable supplies you make to us under this Agreement within 28 days of us determining the value of the taxable supplies in question.

D.9 You must not issue tax invoices or adjustment notes for taxable supplies you make to us under this Agreement.

D.10 Both parties must comply with the determination scheduled to GST Ruling 2000/10.

D.11 We will not issue RCTI(s) or adjustment notes for taxable supplies you make to us under this Agreement at any time that either Party fails to comply with any of the requirements in clauses D.7 to D.11.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to our Contact Officer in accordance with the following:

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	30 September 2020
Progress Report	A report of progress and outcomes for the funded Activity based on monitoring and data collection methods agreed with the NDIA as part of the Activity Work Plan and reported as set out in Item E.5	30 April 2021
Progress Report	A report of progress and outcomes for the funded Activity based on monitoring and data collection methods agreed with the NDIA as part of the Activity Work Plan and reported as set out in Item E.5	31 October 2021
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.4	31 October 2021
Progress Report	A report of progress and outcomes for the funded Activity based on monitoring and data collection methods agreed with the NDIA as part of the Activity Work Plan and reported as set out in Item E.5	30 April 2022
Final Report	A report of progress and outcomes for the funded Activity based on monitoring and data collection methods agreed with the NDIA as part of the Activity Work Plan and reported as set out in Item E.5	30 September 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 31 August 2022 as per Item E.4	31 October 2022

### E.1 Performance Reports

None Specified

### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

### E.3 Accounting for the Grant

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

## E.4 Other Reports

### Progress Report

For the purposes of this Agreement, Progress Report means a document to be completed by you, on a template provided by us.

The template will include compliance reporting requirements and will include a Financial Declaration under this Activity. It will also include any progress reporting requirements against any agreed Activity Work Plan for the period.

### Final Report

For the purposes of this Agreement, Final report means a document to be completed by you, on a template negotiated provided by NDIA.

The Final Report will be due on completion of the project including an evaluation on the outcomes of the Activity.

## F. Party representatives and address for notices

### Grantee's representative and address

<b>Grantee's representative name</b>	
<b>Position</b>	
<b>Business hours telephone</b>	
<b>E-mail</b>	

### National Disability Insurance Agency representative and address

<b>Business hours telephone</b>	
<b>E-mail</b>	

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.

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

**Signatures**

**Executed as an Agreement**

Signed for and on behalf of the relevant Delegate, represented by and acting through National Disability Insurance Scheme Launch Transition Agency , ABN 25 617 475 104 by its duly authorised representative:

_____	_____
(Name of authorised representative)	(Signature of authorised representative)
	.../.../.....
_____	
(Position of authorised representative)	
_____	_____
(Name of Witness in full)	(Signature of Witness)
	.../.../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN] by a duly authorised representative:

_____	_____
(Name and position held by Signatory)	(Signature)
	.../.../.....
_____	_____
(Name and position held by second Signatory/Name of Witness)	(Signature of second Signatory/Witness)
	.../.../.....

## Notes about the signature block

- If you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents. Where a Common Seal is used this must be attested by two authorised signatories.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

# General Grant Conditions

## 1. Undertaking the Activity

You agree to undertake the Activity in accordance with this Agreement.

## 2. Acknowledgements

You agree to acknowledge our support in Material published in connection with this Agreement and agree to use any form of acknowledgment we reasonably specify.

## 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 You remain responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 You agree to make available to us the details of any of your subcontractors engaged to perform any tasks in relation to this Agreement upon request.

5.3 You must ensure any subcontract entered into for the purposes of this Agreement is consistent with your obligations binding on you under this Agreement.

## 6. Child safety

6.1 You 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 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

6.2 You agree 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 6.2;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) your risk management strategy required by this clause 6.2;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide us with an annual statement of compliance with clauses 6.1 and 6.2, in such form as may be specified by us.

6.3 With reasonable notice to you, we may conduct a review of your compliance with this clause 6.

6.4 You agree to:

- (a) notify us of any failure to comply with this clause 6;
- (b) co-operate with us in any review conducted by us of your implementation of the National Principles for Child Safe Organisations or compliance with this clause 6; and
- (c) promptly, and at your cost, take such action as is necessary to rectify, to our satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 6.

## 7. Conflict of interest

You agree to notify us promptly of any actual, perceived or potential conflicts of interest which could affect your performance of this Agreement and agree to take action to resolve the conflict.

## 8. Variation

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

## 9. Payment of the Grant

9.1 We agree to pay the Grant to you in accordance with the Grant Details.

9.2 We may by notice withhold payment of any amount of the Grant where we reasonably believe you have not complied with this Agreement or is unable to undertake the Activity.

9.3 A notice under clause 9.2 will contain the reasons for any payment being withheld and the steps you can take to address those reasons.

9.4 We will pay the withheld amount once you have satisfactorily addressed the reasons contained in a notice under clause 9.2.

## 10. Spending the Grant

10.1 You agree to spend the Grant for the purpose of undertaking the Activity only.

10.2 You agree to provide a statement signed by you verifying the Grant was spent in accordance with the Grant Details.

## 11. Repayment

11.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is unspent at the expiry or earlier termination of this Agreement, you agree to repay that amount to us unless agreed otherwise.

11.2 The amount to be repaid under clause 11.1 may be deducted by us from subsequent payments of the Grant.

## 12. Record keeping

12.1 You agree to maintain records of the expenditure of the Grant.

12.2 You acknowledge that giving false or misleading information to us is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## 13. Intellectual Property

13.1 You own the Intellectual Property Rights in Material created undertaking the Activity.

13.2 You give us a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for our Purposes.

13.3 The licence in clause 13.2 does not apply to Activity Material.

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

## 14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, you agree not to do anything which, if done by us, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988*.

14.2 You must notify us in writing of any breach or possible breach of this clause 14.

## 15. Confidentiality

15.1 Confidential information means information that:

- (a) The Parties know, or ought to know is confidential; or
- (b) Notified by one Party to the other Party in writing.

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

## 16. Insurance

You agree to maintain adequate insurance for the duration of this Agreement and provide us with proof when requested.

## 17. Indemnities

17.1 You indemnify us, our officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

17.2 Your obligation to indemnify us will reduce proportionally to the extent any act or omission involving fault on our part contributed to the claim, loss or damage.

## 18. Use of Specified Personnel

18.1 If Specified Personnel are identified in the Grant Details you must inform us in writing if the Specified Personnel is unavailable or unable to undertake the Activity.

18.2 We must agree to any change in Specified Personnel.

## 19. Dispute resolution

19.1 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.

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

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

## 20. Termination for default

20.1 We may terminate this Agreement by notice where we reasonably believe you:

- (a) have breached this Agreement and we consider the breach cannot be rectified;
- (b) have breached this Agreement and you do not rectify the breach within 10 business days after we give notice;
- (c) have provided false or misleading statements in your application for the Grant; or your application for the Grant was incomplete or incorrect;
- (d) have become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration, subject to us complying with any requirements in the *Corporations Act 2001* (Cth);
- (e) have, in relation to this Agreement, breached a law of the Commonwealth, or of a State or Territory;
- (f) you have had a Change in the Control, that we, after discussion with you, believe will negatively affect your ability to comply with this Agreement; or
- (g) you have had a Change in Circumstance, that we, after discussion with you believe will negatively affect your ability to comply with this Agreement, and that cannot be rectified within 20 business days or such longer period agreed by both Parties.



20.2 If we terminate the Agreement in accordance with clause 19.1 (e), (f) or (g) we may at our discretion request you enter into a new agreement on different terms and conditions to deliver the Activity.

## 21. Termination for convenience

21.1 Even though you are not in default, we may terminate or reduce the scope this Agreement by written notice.

21.2 You agree on receipt of a notice of termination or reduction under this clause to:

- (a) stop or reduce the performance of your obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that termination or reduction.

21.3 In the event of termination or reduction under this clause we will be liable only to:

- (a) pay any part of the Grant due and owing to you under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses you unavoidably incur that relate directly to the termination or reduction and are not covered by 19.3(a).

21.4 Our liability to pay any amount under this clause is subject to:

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

21.5 You will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on you.

## 22. Survival

Clauses 11, 12, 13, 14, 15, 17, 22 and 23 survive termination, cancellation or expiry of this Agreement.

## 23. 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 you as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over you.
- **Change in Circumstance** means any significant change to you, including but not limited to:
  - (a) Loss of Specified Personnel;
  - (b) Significant loss of staff delivering the Activity;
  - (c) Changes to the location of premises where the Activity is delivered;

- (d) Changes in your governance arrangements;
- (e) Changes to your financial management of the Grant;
- (f) Increased adverse issues management outcomes; and
- (g) Any negative impact on your financial viability.

- **Child** means an individual(s) under the age of 18 years and **Children** has the same meaning.
- **Child-Related Personnel** means your officers, employees, contractors (including subcontractors), agents and volunteers involved with the Activity who as part of that involvement may interact with Children.
- **General Grant Conditions** means this document.
- **Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date specified in Item A of 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 us to you as specified in the Grant Details.
- **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*).
- **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
- **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.
- **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 on the [Human Rights Commission website](#)) 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 Department of Social Services.
- **Party** means you or us.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Activity may be carried out.

- **Reporting Material** means all Material that you are required to provide to us for reporting purposes as specified in the Grant Details.
- **Specified Personnel** means the personnel, if any, required to undertake the Activity or part of the Activity as set out in Item G8 of the Grant Details.
- **Start Date** means the date specified in Item A of the Grant Details.
- **us, we and our** means the National Disability Insurance Scheme Launch Transition Agency and includes, where relevant, its officers, employees, contractors and agents.
- **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.
- **you or your** means the legal entity specified in the Agreement and includes, where relevant, your officers, employees, contractors and agents.