

## Schedule 1: Supplementary Conditions

CB7.1 In this Agreement:

Criminal or Court Record	means any record of any Other Offence;
Other Offence	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: (a) an apprehended violence or protection order made against the person; (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance; (c) violence against another person or the injury, but excluding the death, of another person; or (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c)
Police Check	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
Serious Offence	means: (a) a crime or offence involving the death of a person; (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child; (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or (d) an attempt to commit a crime or offence described in (a) to (c);
Serious Record	means a conviction or any finding of guilt regarding a Serious Offence;
Vulnerable Person	means: (a) an individual under the age of 18; or (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB7.2 The Grantee must ensure that personnel performing work in relation to the Activity:

(a) are appropriately qualified to perform the tasks indicated and have obtained the required qualifications, skills, permits or approvals, including those specified in the Grant Details, before performing any part of the Activity; and

(b) continue to maintain all required qualifications, permits and approvals for the duration of their involvement in the Activity.

CB7.3 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person;
- and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details,

and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause remain current for the duration of their involvement in the Activity.

CB7.4 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
  - (b) a Criminal or Court Record;
- and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB7.5 In undertaking a risk assessment under clause CB7.4, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
  - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
  - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
  - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity; and
  - (e) any other relevant matter, and
- must ensure it fully documents the conduct and outcome of the risk assessment.

CB7.6 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB7.7 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## **CB11. Fraud**

CB11.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB11.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
  - (b) any other Fraud that has had or may have an effect on the performance of the Activity;
- then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB11.3 in accordance with the Australian Government Investigations Standards available at the [Attorney-General's Department webpage](#).

CB11.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB11.6 This clause survives the termination or expiry of the Agreement.