

Organisation ID:	
Agreement ID:	
Schedule ID:	
Activity ID:	

G. Supplementary Terms

G1. Other Contributions

Not Applicable

G2. Activity Budget

Not Applicable

G3. Record Keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) 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) any other requirements indicated in the Grant Schedule.

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

Not Applicable

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

G9. Activity Specific Legislation, Policies and Industry Standards

G9.1 Before any person commences performing work on any part of the Activity the Grantee must ensure that the person holds all licences or permits to the capacity in which they are to be engaged, including any specified in the Grant Details.

G9.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must ensure they comply with all State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person (including a Police Check if required).

G9.3 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.

G9.4 Definition of 'Vulnerable Person':

- (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.

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

Not Applicable

[OR]

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

SAMPLE