

# Commonwealth Individualised Grant Agreement

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

## CB1 Other Contributions

Not applicable

## CB2 Activity Budget

Not applicable

## CB3 Intellectual Property in Activity Material

Not applicable

### CB3A Intellectual property – research

Not applicable

## CB4 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

(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).

## CB5 Equipment and Assets

Not applicable

## CB6 Specified Personnel

Not applicable

## CB7 Relevant qualifications, licences, permits, approvals or skills.

Not applicable

## CB8 Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any Other Offence

**Other Offence** means, in relation to any Relevant 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

(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

(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 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.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

(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 to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person

(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 CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 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
- (b) a Criminal or Court Record

and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, 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
- (e) any other relevant matter

must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 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.

CB8.6 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
- (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.

## **CB9. 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
- (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
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.2(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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:
  - (i) the National Principles for Child Safe Organisations
  - (ii) the Grantee's risk management strategy required by this clause CB9.3
  - (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
- (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
- (g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.3(a) and (f) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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
- (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.

## **CB 10 Commonwealth Material, facilities and assistance**

Not applicable

## **CB11 Jurisdiction**

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

## **CB12 Grantee trustee of Trust**

Not applicable

## **CB13 Fraud**

CB13.1 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.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to performance of the Activity
  - (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.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au)

CB13.5 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.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### **CB14 Prohibited dealings**

Not applicable

#### **CB15 Anti-corruption**

Not applicable

#### **CB16 Step in rights**

Not applicable

#### **CB17 Grant Administrator**

Not applicable

#### **CB18 Management Adviser**

Not applicable

#### **CB19 Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 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.

#### **CB20 Compliance with Legislation and Policies**

Not applicable

#### **CB21 Work Health and Safety**

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## **CB22 Transition**

CB22.1 If the Agreement is reduced in its scope or terminated under Clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (v) Activity Material specified in the Grant Details
  - (vi) Assets purchased with the Grant
  - (vii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above
- (h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## **CB23 Corporate Governance**

Not applicable

## **CB23A Incorporation requirement**

Not applicable

## **CB24 Counterparts**

Not applicable

## **CB25 Employees subject to SACS Decision**

Not applicable

## **CB26 Program Interoperability with National Disability Insurance Scheme**

Not applicable

## **CB27 Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

### **Surplus and Uncommitted Funds**

Means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

CB27.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

### **CB28 Secret and Sacred Indigenous Material**

Not applicable

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