

Supplementary Terms from Clause Bank

Organisation ID:	
Agreement ID:	
Schedule ID:	

1. Other Contributions

CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the table below:

Contributor	Nature of Contribution	Amount (GST [incl/ excl])	Timing
<i>[insert Grantee or name of third party providing the Other Contribution]</i>	<i>[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</i>	<i>[\$[insert amount]]</i>	<i>[insert date or Milestone to which the Other Contribution relates]</i>
		\$	

CB1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided or used in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

2. Activity budget

CB2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Grant Contributions (GST [incl/ excl])	Other Contributions – Grantee (GST [incl/ excl])	Other Contributions - Third parties (GST [incl/ excl])	Total Cost (GST [incl/ excl])
<i>[insert reference]</i>	<i>[insert description of the expenditure item]</i>	<i>[insert amount of Grant contributed to this budget item]</i>	<i>[insert amount of Grantees own funds contributed to this budget item]</i>	<i>[insert amount of other sources of funding contributed to this budget item]</i>	<i>[insert total amount cost of the budget item]</i>

3. Intellectual property in Activity Material

Not Applicable

3A. Intellectual property – research

Not Applicable

3B. Creative Commons licence

Not Applicable

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

CB5.1 In this Agreement:

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant [, excluding Activity Material [and/] Intellectual Property Rights [and real property]].

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$[insert] (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

- (a) [insert list of approved equipment and assets]

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

CB5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$[insert] (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the		[insert amount of Grant	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding	[insert total amount

	<i>equipment or asset]</i>		<i>contributed to this item]</i>		<i>contributed to this item]</i>	<i>cost of the item]</i>
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CB5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified Personnel

CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:

[insert details, including name and nature of the role or work to be undertaken]

CB6.2 The Grantee agrees to notify the Commonwealth as soon as practicable if the Specified Personnel are unable to perform the work as required under this clause.

CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.

CB6.4 If clause CB6.2 or clause CB6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

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 [,including:
[insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. certificate 4 etc)]; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

Not Applicable

9. Child Safety

Not Applicable

10 Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

Not Applicable

12. Grantee Trustee of a Trust

CB12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

CB12.2 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.

13. 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 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.

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.

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.

14. Prohibited dealings

Not Applicable

15. Anti-corruption

Not Applicable.

16. Step-in rights

Not Applicable

17. Grant Administrator

Not Applicable

18. Management Adviser

Not Applicable

19. Indemnities

Not Applicable

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).

21. 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.

22. Transition

Not Applicable

23. Corporate governance

Not Applicable

23A. Incorporation requirement

Not Applicable

24. Counterparts

Not Applicable

25. Employees subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

Not Applicable

28. Secret and Sacred Indigenous Material

Not Applicable