

Supplementary Terms from the Clause Bank

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 (incl. GST)	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	Other Contributions - Grantee	Other Contributions - Third parties	Total Cost
<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>

CB2.2 Subject to sufficient Appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the table below.

Annual Capped Amounts

Financial Year	Annual Capped Amount \$
<i>[Insert financial year: yyyy/yy]</i>	<i>[\$[amount]]</i>
<i>[Insert financial year: yyyy/yy]</i>	<i>[\$[amount]]</i>
<i>[Insert financial year: yyyy/yy]</i>	<i>[\$[amount]]</i>
<i>[Insert financial year: yyyy/yy]</i>	<i>[\$[amount]]</i>
Total \$	<i>[\$[amount]]</i>

CB2.3 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding that Annual Capped Amount for that financial year specified in the table under clause CB2.2.

- CB2.4 In accordance with the Activity Budget under clause CB2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause CB2.6.
- CB2.5 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.
- CB2.6 The Grantee must give the Commonwealth by:
- (a) 1 February each Financial Year; or
 - (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
 - (c) if otherwise requested by the Commonwealth, a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and an explanation reasons for the proposed changes.
- CB2.7 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause CB2.6 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.
- CB2.8 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

3. Intellectual property in Activity Material

- CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- CB3.2 The Grantee agrees to provide the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.
- CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.
- CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

3A. 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

Not Applicable

6. Specified personnel

Not Applicable

7. Relevant qualifications, checks, licences or skills

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:

(a) [insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for police clearance, certificate 4 etc)].

8. Commonwealth material, facilities and assistance

CB8.1 In this Agreement, Commonwealth Material means any Material:

- (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, including the Material specified in CB8.2, but does not include Reporting Material or Activity Material.

CB8.2 The Commonwealth agrees to provide the following Material to the Grantee:

(a) [insert details] [OR] Not Applicable

CB8.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

CB8.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

CB8.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

(a) [insert details] [OR] Not Applicable

CB8.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing the Commonwealth Material.

9. Jurisdiction

CB9.1 This Agreement is governed by the law of the ACT.

10. Grantee trustee of trust

CB10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

CB10.2 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.

11. 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](#).
- 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.

12. Step-in rights

- CB12.1 If:
- (a) the Commonwealth issues a notice under clause 2.2;
 - (b) an event in clause 19.3.1.c of the Agreement occurs; or
 - (c) the Grantee requests that the Commonwealth exercise its rights under this clause, the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause CB12 and the date from which this notice will take effect (**Step In Notice**).
- CB12.2 From the date specified in the Step-in Notice:
- (a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
 - (b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
 - (c) the Commonwealth's obligation to pay the Grant is suspended; and
 - (d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.
- CB12.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:
- (a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
 - (b) the Grantee will otherwise be able to comply with its obligations under this Agreement.
- CB12.4 The Commonwealth will by written notice advise the Grantee of:

- (a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

13. Grant Administrator

Not Applicable

14. Management Advisor

Not Applicable

15. Indemnities

- CB15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- CB15.2 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.

16. Compliance with Legislation and Policies

- CB16.1 In this Agreement:
Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
- CB16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- CB16.3 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).

17. Work Health and Safety

- CB17.1 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.
- CB17.2 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 CB17.1.
- CB17.3 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.

18. Transition

- CB18.1 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**).
- CB18.2 The assistance to be provided under clause CB18.1 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:
 - (i) Activity Material specified in the Grant Details; and
 - (ii) Assets purchased with the Grant;
 - (iii) 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; and
- (h) any other matter specified in the Grant Details.

CB18.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

19. Corporate Governance

CB19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

CB19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

19A. Incorporation Requirement

Not Applicable

20. Counterparts

CB20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

21. Employees Subject to SACS Decision

Not Applicable