

Commonwealth Standard Grant Agreement

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

SUPPLEMENTARY PROVISIONS (CLAUSE BANK)

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

Contributor	Nature of Contribution	Amount (incl/excl 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.

CB 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>

CB 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 provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) 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 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.

CB3A. Intellectual property – research

Not applicable

CB3B. Creative Commons licence

Not applicable

CB4. Access/Monitoring/Inspection

Not applicable

CB 5 Equipment and Assets

Not applicable

CB 6 Specified Personnel

Not applicable

CB 7 Relevant qualifications, licences, permits, approvals or skills.

Not applicable

CB 8. Vulnerable Persons

Not applicable

CB9. Child safety

Not applicable

CB 10 Commonwealth Material, facilities and assistance

Not applicable

CB 11 Jurisdiction

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

CB 12 Grantee trustee of Trust

Not applicable

CB 13 Fraud

Not applicable

CB14. Prohibited dealings

Not applicable

CB15. Anti-corruption

Not applicable

CB 16 Step in rights

Not applicable

CB 17 Grant Administrator

Not applicable

CB 18 Management adviser

Not applicable

CB 19 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.

CB 20 Compliance with Legislation and Policies

Not applicable

CB 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.

CB 22 Transition

Not applicable

CB 23 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

Not applicable

CB28. Secret and Sacred Indigenous Material

CB28.1 In this clause:

Aboriginal person has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth);

Aboriginal Tradition has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

Indigenous Person means a person who is or identifies and is accepted as an Aboriginal person or a Torres Strait Islander;

Secret and Sacred Indigenous Material ... means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and

Torres Strait Islander has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth)

CB28.2 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

CB28.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.