# **G. Supplementary Terms – Department of Home Affairs**

#### **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

- G5.1 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.
- G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.
- G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.
- G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### **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 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- a) The Grantee must comply with any relevant State/Territory Government policies in carrying out the Activity.
- b) The Grantee must comply with all relevant legislation regarding child safety and vulnerable persons, however described. This includes but is not limited to police checks for all employees of the Grantee, volunteers, invitees, agents or any other persons engaged or permitted by the Grantee to be involved in any way with a vulnerable person and/or a child for the purpose of this Agreement.

# 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