

TABLE: CLAUSE BANK PROVISIONS

CB1. Other Contributions	<p>CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Contributor</th> <th style="width: 30%;">Nature of Contribution</th> <th style="width: 15%;">Amount (incl. GST)</th> <th style="width: 35%;">Timing</th> </tr> </thead> <tbody> <tr> <td style="font-size: small;">[insert Grantee or name of third party providing the Other Contribution]</td> <td style="font-size: small;">[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</td> <td style="font-size: small;">\$[insert amount]</td> <td style="font-size: small;">[insert date or Milestone to which the Other Contribution relates]</td> </tr> <tr> <td> </td> <td> </td> <td style="text-align: center;">\$</td> <td> </td> </tr> </tbody> </table> <p>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:</p> <p style="margin-left: 20px;">(a) suspend payment of the Grant until the Other Contributions are provided; or</p> <p style="margin-left: 20px;">(b) terminate this Agreement in accordance with clause 19 of this Agreement.</p>	Contributor	Nature of Contribution	Amount (incl. GST)	Timing	[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	\$[insert amount]	[insert date or Milestone to which the Other Contribution relates]			\$		
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CB3. Intellectual property in Activity Material	<p>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.</p> <p>CB3.2 The Grantee agrees to provide 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.</p> <p>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.</p> <p>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.</p>													
CB11. Fraud	<p>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.</p> <p>CB11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.</p> <p>CB11.3 If the Grantee becomes aware of:</p> <p style="margin-left: 20px;">(a) any Fraud in relation to the performance of the Activity; or</p> <p style="margin-left: 20px;">(b) any other Fraud that has had or may have an effect on the performance of the Activity;</p> <p>then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.</p> <p>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 available at www.ag.gov.au.</p> <p>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.</p> <p>CB11.6 This clause survives the termination or expiry of the Agreement.</p>													

For Information Only