

Supplementary Terms

G.1 Other Contributions

G.1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant for an Activity.

G.1.2 You will notify us of any Other Contributions including the:

- name of the entity providing the Other Contribution;
- nature of the contribution (e.g. cash, access to equipment, secondment of personnel);
- amount; and
- timing (e.g. by date or reference to a Milestone).

G.1.3 You agree 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 in accordance with this clause, then we may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G.2 Activity budget

G.2.1 You agree to use the Grant [and any Other Contributions] and undertake the Activity consistent with a mutually agreed budget:

The following list provides an example of how you might specify the expenditure of the Grant within the Activity Budget.

- Description of each expenditure item, including reference, where relevant
- Amount of Grant contributed to this expenditure item
- Other Contributions (as per Supplementary Condition G1.1)
- Total Cost

G.3 Record keeping

G.3.1 You agree to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within your 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 Details.

G.3.2 You agree to maintain the records for five years after the Completion Date and provide copies of the records to our representative upon request.

G.3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G.4 Audit

G.4.1 You agree to provide us with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

G.4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or

- (b) a member of CPA Australia; or
 - (c) a member of the National Institute of Public Accountants in Australia; or
 - (d) a member of the Institute of Chartered Accountants in Australia,
- who is not a principal member, shareholder, officer or employee of you or a related body corporate.

G.5 Activity Material

G.5.1 You agree, on request from us, to provide us with a copy of any Activity Material in the format reasonably requested by us.

G.5.2 You provide us a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G.5.3 You warrant that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G.5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G.6 Access

G.6.1 You agree to give us, or any persons authorised in writing by us, 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.

G.6.2 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.

G.6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G.7 Equipment and assets

G.7.1 You agree to obtain our prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000 (including GST), apart from those listed in the Budget and/or approved equipment and assets indicated in the Grant Details.

G.7.2 You agree to maintain a register of all equipment and assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to us upon request.

The following table provides an example of how you might design an equipment and assets register.

Item Number	Description	Grant Contributions	Your Other Contributions	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantee's own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

G.7.3 You agree to use the equipment and assets for the purposes of the Activity.

G.7.4 You agree that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

G.8 Relevant qualifications or skills

G.8.1 You agree to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the relevant skills or qualifications indicated in the Grant Details.

G.8.2 G8.2 The Specified Personnel for the Activity are indicated in the Grant Details.

G.9 Activity specific legislation, policies and industry standards

SACS Supplementation

G.9.1 This clause applies to an Activity to the extent that your employees performing that Activity are subject to the SACS Decisions.

G.9.2 You warrant that at least some of your employees engaged in carrying out the Activity are covered by the SACS Decisions.

G.9.3 You must

- (a) only use the SACS Supplementation specified in Item D of the Schedule for the Activity to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision;
- (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award entitlements for the term of this Agreement;
- (c) repay any unspent and uncommitted SACS Supplementation as specified under clause 10 of this Agreement.

G.9.4 For each Activity, you must provide us with a written document certifies that you spent the SACS Supplementation provided for the Activity in accordance with this Item G9.

SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

SACS Decisions means the decisions made by:

- I. the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or
- II. the Western Australia Industrial Relation Commission on 29 August 2013.

SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item D as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for the Grantee's employees carrying out the Activity that resulted from the SACS Decision.

G.9.5 You agree to comply with the requirements of legislation, policies and industry standards indicated in the Grant Details when undertaking the Activity.

G.10 National Disability Insurance Agency Material, facilities and assistance

G.10.1 In this Agreement, National Disability Insurance Agency Material means any Material provided by us to you for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.

G.10.2 We agree to provide Material to you as specified in the Grant Details.

G.10.3 Nothing in this Agreement affects the ownership of National Disability Insurance Agency Material.

G.10.4 We grant you a licence to use the National Disability Insurance Agency Material for the sole purpose of performing the Activity in accordance with this Agreement. You must, if requested, return all copies of the National Disability Insurance Agency Material at the expiration or earlier termination of this Agreement.

G.10.5 We agree to provide the facilities and assistance to you for the purpose of the Activity as indicated in the Grant Details.

G.10.6 You agree to comply with any directions or requirements notified by us when accessing the facilities and assistance.

G.11 Jurisdiction

G.11.1 This Agreement is governed by the law of the Australian Capital Territory.

G.12 Grantee trustee of a Trust

G.12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G.12.2 You warrant that you:

- (a) are the sole trustee of the Trust; and
- (b) have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) have entered into this Agreement for the proper administration of the Trust; and
- (d) have 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) have the right to be indemnified out of the assets of the Trust for all liabilities incurred under this Agreement.

G.13 Privacy Provisions

Privacy Provisions in the NDIS ACT

G.13.1 For the purposes of this clause G.13, protected Agency information (**Protected Agency Information**) has the meaning given in section 9 of the *National Disability Insurance Scheme Act 2013* (NDIS Act).

G.13.2 The Grantee must not do any act or engage in any practice in relation to Protected Agency Information that is a breach of, or an offence under the NDIS Act. The Grantee acknowledges and agrees that an unauthorised use or disclosure of Protected Agency Information is a criminal offence under the NDIS Act.

G.13.3 The Grantee must not obtain, record, disclose, supply, use or otherwise deal with the Protected Agency Information in any way, except:

- (a) for the purposes of undertaking the Activity and performing its obligations under this Agreement; and

(b) where permitted by the NDIS Act.

- G.13.4** The Grantee must comply with the National Disability Insurance Agency's record management policy with respect to any Protected Agency Information that comes into its possession or control when undertaking the Activity.
- G.13.5** The Grantee must implement all reasonable measures to ensure the requirements of this clause G.13 are met.
- G.13.6** The Grantee must immediately notify the National Disability Insurance Agency if it becomes aware that a disclosure of Protected Agency Information may be required by a Law and only disclose such information where permitted by the NDIS Act, including section 67G of the NDIS Act.
- G.13.7** The Grantee must take all reasonable measures to ensure that Protected Agency Information is protected against:
- (a) misuse, interference and loss;
 - (b) unauthorised access, modification, or disclosure; and
 - (c) any other misuse,
- and that only authorised Grantee personnel have access to Protected Agency Information.
- G.13.8** The Grantee must immediately notify the National Disability Insurance Agency of any loss or unauthorised use, modification or disclosure of Protected Agency Information or when the Grantee becomes aware of a breach of any obligation concerning such information.
- G.13.9** The Grantee must notify the National Disability Insurance Agency of any investigation into a breach of, or an offence under, the requirements of the NDIS Act in relation to Protected Agency Information.
- G.13.10** The Grantee must upon written notice from the National Disability Insurance Agency, destroy or permanently de-identify any Protected Agency Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.

Indemnity

- G.13.11** The Grantee must indemnify the National Disability Insurance Agency in respect of any loss suffered or incurred by the National Disability Insurance Agency arising out of or in connection with:
- (a) a breach of the obligations of the Grantee under this clause G.13;
 - (b) any breach of the requirements of the NDIS Act in relation to Protected Agency Information, except to the extent that the loss is directly caused by a negligent or unlawful act or omission of the National Disability Insurance Agency or any of its officers or employees.

Obligations in relation to Grantee personnel

- G.13.12** The Grantee must ensure that all Grantee personnel are aware of the need to comply with the NDIS Act and clause G.13 when undertaking the Activity.

Subcontracts

G.13.13 The Grantee must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor and its personnel have the same awareness and obligations as the Grantee has under this clause G.13, including the requirement in relation to subcontracts.

G.14 DISABILITY INCLUSION

Commitment to people with disabilities

G.14.1 The Grantee agrees and acknowledges that:

- (a) the National Disability Insurance Agency is committed to ensuring that the principles in the United Nations Convention on the Rights of Persons with Disabilities are implemented and that the National Disability Insurance Agency is acting in compliance with the obligations in the Relevant Disability Laws; and
- (b) one of the key principles of the National Disability Insurance Scheme is that people with disabilities should be supported in all their dealings and communications with the National Disability Insurance Agency so that their capacity to exercise choice and control is maximised in a way that is appropriate to their circumstances and cultural needs (sections 4(9) and 17A(2) of the NDIS Act).

Grantee obligations

G.14.2 To assist the National Disability Insurance Agency to comply with its obligations specified in clause G14.1, the Grantee must:

- (a) to the extent they apply to the Grantee, comply with all Relevant Disability Laws;
- (b) provide all deliverables under this Agreement in a format that is compliant with the Web Content Accessibility Guidelines Version 2.0 (WCAG); and
- (c) use its best endeavours to ensure that the Grantee:
 - (i) creates a welcoming workplace and fosters an inclusive culture, where people with a disability feel valued and encouraged to participate; and
 - (ii) attracts, appoints, retains and develops employees with a disability.

G.15 WORKING WITH VULNERABLE PERSONS

Definitions

G.15.1 For the purposes of this clause G.15:

- (a) **'Child'** means an individual under the age of 18;
- (b) **'Criminal or Court Record'** means any record of any Other Offence;
- (c) **'Other Offence'** means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
 - (i) an apprehended violence or protection order (howsoever described) made against the Relevant Person;
 - (ii) one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property;
 - (iii) a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or any other prohibited substance;

- (iv) a crime or offence involving violence against or the injury to, but not the death of, a person;
 - (v) a crime or offence involving dishonesty that is not covered by clause G15.1(f)(iii); or
 - (vi) an attempt to commit a crime or offence described in clauses G15.1(c)(i) to G15.1(c)(v);
- (d) **'Police Check'** means a formal inquiry made to the relevant police authority in each Australian State or Territory that is designed to obtain details of the Relevant Person's criminal conviction or a finding of guilt in all places (within and outside Australia) in which the Grantee knows the Relevant Person has resided;
- (e) **'Relevant Person'** means a natural person who is an actual or potential officer, employee, volunteer, agent or contractor of the Grantee;
- (f) **'Serious Offence'** means:
- (i) a crime or offence involving the death of a person;
 - (ii) a sex-related offence or crime, including sexual assault (whether against an adult or Child), Child pornography, or an indecent act involving a Child;
 - (iii) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - (iv) an attempt to commit a crime or offence described in clauses G15.1(f)(i) to G15.1(f)(iii);
- (g) **'Serious Record'** means a conviction or any finding of guilt regarding a Serious Offence; and
- (h) **'Vulnerable Person'** means:
- (i) a Child; or
 - (ii) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

Working with Vulnerable Persons

G.15.2 This clause G.15 applies to any part of the Activity that involves working, or contact, with Vulnerable Persons.

G.15.3 The Grantee must:

- (a) before engaging, deploying or redeploying a Relevant Person to undertake any part of the Activity that involves working or contact with a Vulnerable Person; and
- (b) thereafter every three years that the Relevant Person is deployed or redeployed to undertake any part of the Activity that involves working or contact with a Vulnerable Person, do the following:
 - (c) obtain a Police Check for the Relevant Person, unless otherwise agreed by the National Disability Insurance Agency;
 - (d) confirm that no applicable Commonwealth, State or Territory Law prohibits the Relevant Person from being engaged in a capacity where they may have contact with Vulnerable Persons;
 - (e) comply with all other applicable Laws of the place in which that part of the Activity is being conducted in relation to engaging or deploying the Relevant Person in a capacity where he or she may have contact with Vulnerable Persons; and

(f) comply with any other conditions required by the National Disability Insurance Agency.

G.15.4 If a Police Check indicates that a Relevant Person has a Serious Record, the Grantee must not deploy or redeploy that Relevant Person in relation to any part of the Activity that involves working or contact with a Vulnerable Person.

G.15.5 The Grantee agrees:

- (a) if a Police Check indicates that a Relevant Person has a Criminal or Court Record, not to engage, deploy or redeploy that Relevant Person in respect of any part of the Activity that involves working with Vulnerable Persons unless the Grantee has conducted and documented a risk assessment for that Relevant Person in accordance with clauses G.15.7 to G.15.9;
- (b) within 24 hours of becoming aware of any Relevant Person being charged or convicted of any Other Offence, or charged with any Serious Offence, to comply with clause G.15.3(e) and conduct and document a risk assessment in accordance with clauses G.15.7 to G.15.9 to determine whether to allow that Relevant Person to continue performing any part of the Activity that involves working with Vulnerable Persons;
- (c) on becoming aware of a Relevant Person being convicted of a Serious Offence, to comply with clause G.15.3(e) and immediately cease to deploy the Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person; and
- (d) to document the actions the Grantee will take as a result of conducting a risk assessment.

G.15.6 The Grantee must promptly notify the National Disability Insurance Agency if the Grantee becomes aware of an occurrence specified in clause G.15.5 or the Grantee conducts a risk assessment in accordance with clauses G.15.7 to G.15.9 except to the extent otherwise agreed in writing by the National Disability Insurance Agency.

G.15.7 The Grantee is wholly responsible for conducting any risk assessment, assessing its outcome and deciding to engage, deploy or redeploy a Relevant Person who has:

- (a) a Criminal or Court Record;
- (b) been charged or convicted of any Other Offence;
- (c) been charged with a Serious Offence,

to work on any part of the Activity that involves working or contact with Vulnerable Persons.

G.15.8 In undertaking the risk assessment under clause G.15.7 in respect of a Relevant Person, the Grantee agrees to take into account the following factors:

- (a) whether the Relevant Person's Criminal or Court Record (or the offence that the Relevant Person has been charged with, or convicted of, as specified in clause G.15.5(b) is directly relevant to the role that he or she will or is likely to perform in relation to the Activity;
- (b) the length of time that has passed since the Relevant Person's charge or conviction and his or her record since that time;
- (c) the nature of the offence pertaining to the Relevant Person's charge or conviction and the circumstances in which it occurred;
- (d) whether the Relevant Person's charge or conviction involved Vulnerable Persons;
- (e) the nature of the services which the Relevant Person is employed or engaged to perform and the circumstances in which the Relevant Person will or is likely to have contact with Vulnerable Persons;

- (f) the particular role the Relevant Person is proposed to undertake or is currently undertaking in relation to the Activity and whether the fact the Relevant Person has a Criminal or Court Record (or has been charged or convicted as specified in clause G.15.5(b)) is reasonably likely to impair his or her ability to perform or continue to perform the inherent requirements of that role;
- (g) the Relevant Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to the Activity; and
- (h) any other factors the National Disability Insurance Agency requires the Grantee to take into account in conducting a risk assessment for the purpose of this clause.

G.15.9 After taking into account the factors set out in clause G.15.8 in respect of a Relevant Person, the Grantee must:

- (a) determine whether the Relevant Person poses an unacceptable risk to Vulnerable Persons; and
- (b) take such action as is appropriate to protect Vulnerable Persons following that assessment and consider whether it is reasonably necessary to any or all of the following:
 - (i) not engage, deploy or redeploy the Relevant Person in relation to the Activity or any part of the Activity;
 - (ii) remove the Relevant Person from working in any position or acting in any capacity in relation to any part of the Activity that involves working or having contact with Vulnerable Persons;
 - (iii) make particular arrangements or impose conditions in relation to the Relevant Person's role in relation to the Activity (or any part of the Activity) and, where relevant, his or her contact with Vulnerable Persons; and
 - (iv) take steps to protect the physical, psychological or emotional wellbeing of the Vulnerable Persons to whom the Activity relate.

G.15.10 Where the Grantee has completed a risk assessment as required by G.15.7 a copy must be provided to the National Disability Insurance Agency within 10 Business Days of completing the risk assessment.

G.15.11 The Grantee agrees to ensure that, in any subcontract that the Grantee enters into:

- (a) the terms of that subcontract enable the Grantee to comply with its obligations under this clause G.15; and
- (b) the subcontractor is required to comply with requirements that are identical to the requirements of this clause G.15,

in relation to any part of the Activity that involves working with Vulnerable Persons.

G.16 COMPLIANCE WITH LAWS

- G.16.1** The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any applicable Law as amended from time to time.
- G.16.2** The Grantee must not do anything that causes the National Disability Insurance Agency to breach any Law.
- G.16.3** The Grantee acknowledges that the giving of false or misleading information to a Commonwealth entity is a serious offence under the *Criminal Code Act 1995*.

G.17 ARCHIVES ACT 1983

- G.17.1** The Grantee must not destroy or arrange for, nor effect a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the National Disability Insurance Agency and the National Archives of Australia.
- G.17.2** Where the National Disability Insurance Agency and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Grantee, the Grantee must comply in every respect with the requirements of the *Archives Act 1983* and guidelines issued by National Archives of Australia.
- G.17.3** The Grantee must comply with any direction given by the National Disability Insurance Agency for the purpose of transferring Commonwealth Records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

G.18 WHS LAW REQUIREMENTS

- G.18.1** In carrying out this Agreement, the Grantee must ensure that the Activity is undertaken in a safe manner.
- G.18.2** Without limiting the obligation in clause G18.1, when undertaking the Activity the Grantee must:
- (a) comply with, and ensure that all Grantee personnel comply with, all WHS legislation and Approved Codes of Practice relating to work health and safety;
 - (b) when undertaking the Activity on the Grantee's premises, comply with, and ensure that all Grantee personnel comply with, all the Grantee's applicable instructions, directions, policies and procedures relating to work health and safety;
 - (c) when undertaking the Activity at the National Disability Insurance Agency's premises, the Grantee must:
 - (i) inform itself, and ensure that all Grantee personnel inform themselves, of National Disability Insurance Agency work health and safety policies and procedures that the National Disability Insurance Agency provides to the Grantee and are relevant to the Activity; and
 - (ii) comply with, and ensure that all Grantee personnel comply with, the above health and safety policies and procedures;
 - (d) not place the National Disability Insurance Agency in breach of its obligations under the WHS legislation and must ensure that no Grantee personnel places the National Disability Insurance Agency in breach of its obligations under WHS legislation;
 - (e) where the health and safety of any person may be affected by the performance of the Activity, the Grantee must consult, cooperate and coordinate with the National Disability Insurance Agency and any other relevant duty holders and Workers in relation to health and safety issues;
 - (f) notify the National Disability Insurance Agency, as soon as practicable, of:

- (iii) any concern of the Grantee regarding work health and safety in relation to the Activity performed by Workers;
 - (iv) any Notifiable Incident arising and provide the National Disability Insurance Agency with a copy of any written notice given to the Regulator, the results of any investigation into the cause and any recommendation the Grantee has for prevention in the future;
 - (v) breach or suspected breach of the WHS legislation in relation to the Activity performed under this Agreement;
 - (vi) cessation of work on the Activity, or direction to cease work on the Activity from any person having a right or power under the WHS legislation to do so, due to unsafe work;
 - (vii) entry by an Inspector to any place where the Activity are being performed and a Provisional Improvement Notice, Non-Disturbance Notice, Section 155 Notice, Section 171 Direction or Prohibition Notice is issued or Enforceable Undertaking provided to the Regulator; or
 - (viii) proceedings against, decision by the Regulator in relation to, or request from the Regulator to the Grantee or the Grantee's workers under the WHS Act; and
- (g) ensure that any subcontract entered into in relation to the Activity imposes obligations on subcontractors equivalent to the obligations of the Grantee under this clause G.18.

G.18.3 In the event of any inconsistency between:

- (a) any of the obligations set out in this clause G.18; and
 - (b) any obligation contained in the WHS legislation,
- the Grantee will comply with the WHS legislation and notify the National Disability Insurance Agency of any such inconsistency.

G.18.4 To the extent permitted by Law, the National Disability Insurance Agency is not liable to the Grantee for any loss in connection with work health and safety in relation to Workers undertaking the Activity.

G.18.5 For the purposes of this clause G.18, the terms:

- (a) **'Approved Code of Practice'** means a practical guide to achieving the standards of health, safety and welfare that is approved pursuant to section 274 of the *Work Health and Safety Act 2011 (Cth)*;
- (b) **'WHS legislation'** means the *Work Health and Safety Act 2011 (Cth)* (**WHS Act**), any regulations made under that Act and any 'corresponding WHS law' within the meaning of section 4 of the WHS Act and Regulation 6A of the Work Health and Safety Regulations 2011;
- (c) **'Notifiable Incident'**, **'Inspector'**, **'Non-Disturbance Notice'**, **'Provisional Improvement Notice'**, **'Prohibition Notice'**, **'Worker'** and **'WHS Entry Permit Holder'** have the meaning given in the WHS legislation;
- (d) **'Section 155 Notice'** means a notice issued under section 155 of the *Work Health and Safety Act 2011 (Cth)*;
- (e) **'Section 171 Direction'** means a direction issued under section 171 of the *Work Health and Safety Act 2011 (Cth)*;
- (f) **'Regulator'** has the meaning given to it under WHS legislation; and
- (g) **'Workers'** has the meaning given to it under the WHS legislation.

G.19 WORKPLACE GENDER EQUALITY

- G.19.1** This clause G.19 applies only to the extent that the Grantee is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (WGE Act).
- G.19.2** The Grantee must comply with any applicable obligation in the WGE Act.
- G.19.3** If the Grantee becomes non-compliant with the WGE Act during the term of the Agreement, the Grantee must notify the National Disability Insurance Agency.
- G.19.4** If the term of the Agreement exceeds 12 months, the Grantee must provide a current letter of compliance annually to the National Disability Insurance Agency.
- G.19.5** Compliance with the WGE Act does not relieve the Grantee from its responsibility to comply with its other obligations under this Agreement.

G.20 DEFINITIONS

G.20.1 In clauses G.13 to G.19, the following definitions are used:

Commonwealth Record has the same meaning as the *Archives Act 1983*.

Law includes:

- (a) any law in force applying to the provision of the Activity or this Agreement;
- (b) the common law and equity;
- (c) any statute, act of Parliament, proclamation, order, regulation, rule, by-law, ordinance, subordinate legislation or other regulatory measures; and
- (d) any certificate, licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is issued under an instrument referred to in paragraph (c).

Relevant Disability Laws means all laws, regulations, rules, charters and standards related to the involvement or engagement of persons with disabilities in an employment context including the following:

- (a) National Disability Agreement;
- (b) *National Disability Insurance Scheme Act 2013* (Cth);
- (c) *Disability Discrimination Act 1992* (Cth) and related legislation;
- (d) *Disability Services Act 1986* (Cth) and related legislation;
- (e) equal employment opportunity legislation including the *Workplace Gender Equality Act 2012* (Cth);
- (f) *Work Health and Safety Act 2011* (Cth);
- (g) *Fair Work Act 2009* (Cth);
- (h) other applicable State and Territory legislation including the *Human Rights Act 2004* (ACT) and the *Charter of Human Rights and Responsibilities Act 2006* (Vic); and
- (i) *Public Service Act 1999* (Cth) and related legislation.