**G. Supplementary Terms**

# G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

| **Contributor** | **Nature of Contribution** | **Amount (GST [incl/excl])** | **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]* | $[*insert amount*] | [*insert date or Milestone to which the Other Contribution relates* |
|  |  |  |  |
|  |  | **$** |  |

G1.2 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 in accordance with this clause, then the Commonwealth may:

1. suspend payment of the Grant until the Other Contributions are provided; or
2. terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

# G2. Activity budget

G2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:

[*insert details*]

[The following table provides an example of how you might specify the expenditure of the Grant within a budget.]

| **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])** |
| --- | --- | --- | --- | --- | --- |
| [*insert reference*] | [*insert description of the expenditure item*] | [*insert amount of Grant contributed to this budget item*] | [*insert amount of Grantees own funds contributed to this budget item*] | [*insert amount of other sources of funding contributed to this budget item*] | [*insert total amount cost of the budget item*] |

# G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

1. 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
2. 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
3. [*insert other requirements*]

G3.2 The Grantee agrees to maintain the records for five years after the Activity 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 and acquittal

G4.1 Within one month after the Activity Completion Date, the Grantee agrees to provide [a] financial statement[s] in relation to the income and expenses relating to the Grant [and any Other Contributions (G1.1)], signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

# 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 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee’s premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G.6.2 The Commonwealth will reimburse the Grantee’s substantiated reasonable costs for complying with a request under clause G6.1.

# G7. Equipment and assets

Not Applicable

# G8. Relevant qualifications, skills or checks

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

# G8A. Child Safety

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:

1. [*insert relevant legislation, policies and/or industry standards*]

# G9A. Fraud

G9A.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.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

(a) any Fraud in relation to the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.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.

G9A.6 This clause survives the termination or expiry of the Agreement.

# G10. Commonwealth Material, facilities and assistance

Not Applicable

# G11. Jurisdiction

G11.1 This Agreement is governed by the law of the [*insert jurisdiction*].

# G12. Grantee trustee of a Trust

Not Applicable