

Commonwealth Standard Grant Agreement
between the Commonwealth represented by
**the Department of Agriculture, Water
and the Environment**

and

[insert Grantee]

Contents

Grant Agreement for the Future Drought Fund: Networks to Build Drought Resilience

Project Grant..... 4

Parties to this Agreement 4

 The Grantee 4

 The Commonwealth..... 4

Background 4

Scope of this Agreement..... 4

Grant Details for the Future Drought Fund: Networks to Build Drought Resilience Project Grant 6

A. Purpose of the Grant 6

B. Activity 6

C. Duration of the Grant 10

D. Payment of the Grant 11

E. Reporting..... 12

F. Party representatives and address for notices 13

G. Activity Material 14

Supplementary Terms from Clause Bank..... 15

 1. Other Contributions 15

 2. Activity Budget 15

 3. Intellectual property in Activity Material..... 16

 3A. Creative Commons licence 16

 4. Access/Monitoring/Inspection..... 16

 5. Equipment and Assets..... 17

 6. Specified Personnel..... 17

 7. Relevant qualifications, licences, permits, approvals or skills 18

 8. Vulnerable Persons 18

 9. Child safety..... 20

 10. Commonwealth Material, facilities and assistance 21

 11. Jurisdiction 21

 12. Grantee trustee of Trust 21

 13. Fraud 21

 14. Prohibited dealings 22

 15. Anti-corruption 22

 16. Step-in rights..... 22

 17. Grant Administrator..... 22

18. Management Adviser	22
19. Indemnities	22
20. Compliance with Legislation and policies	22
21. Work health and safety.....	23
22. Transition	23
23. Corporate governance	23
23A. Incorporation requirement.....	24
24. Counterparts	24
25. Employees subject to SACS Decision	24
26. Program interoperability with National Disability Insurance Scheme.....	24
27. Rollover of surplus and uncommitted funds	24
28. Secret and Sacred Indigenous Material	24
29. Repayment of Grant Funds	25
Signatures	27
Schedule 1: Commonwealth Standard Grant Conditions.....	29
Attachment A – Guidance for the assessment of Funding Program applications	38
A.1 - Assessment criteria for Funding Program	38
A.2 - Guidance assessment criteria for funding opportunities in the Funding Program	38
A.3 - Assessment of grant applications in the Funding Program	39
A.4 - Who will assess applications and approve grants for eligible activities in the Funding Program?.....	39
A.5 - Grants Assessment Committee	39
Attachment B – Minimum Terms that must be included in each Subcontract	40

Grant Agreement for the Future Drought Fund: Networks to Build Drought Resilience Project Grant

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	[insert details]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[insert details]
Trading or business name	[insert details]
Any relevant licence, registration or provider number	[insert details]
Australian Company Number (ACN) or other entity identifiers	[insert details]
Australian Business Number (ABN)	[insert details]
Registered for Goods and Services Tax (GST)?	[insert details]
Date from which GST registration was effective?	[insert details]
Registered office (physical/postal)	[insert details]
Relevant business place (if different)	[insert details]
Telephone	[insert details]
Fax	[insert details]
Email	[insert details]

The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture, Water and the Environment of 18 Marcus Clarke St, Canberra ACT 2601 ABN 34 190 894 983

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

DRAFT

Grant Details for the Future Drought Fund: Networks to Build Drought Resilience Project Grant

A. Purpose of the Grant

The Future Drought Fund (the **Fund**) is a long-term Australian Government investment fund established under the *Future Drought Fund Act 2019* and provides a sustainable source of funding to help Australian farmers and communities become more prepared for, and resilient to, the impacts of drought. The Fund is part of the Government's Drought Response, Resilience and Preparedness Plan.

This Grant is provided under the Fund's Networks to Build Drought Resilience Program (the **Program**). The purpose of the Grant is to build community capacity by strengthening social and community networking, support, engagement and wellbeing. These actions will build an enduring resilience to the impacts of climate change, including drought, and enhance the public good in agriculture-dependent communities.

The Grant outcomes are to:

- improve the sharing of learnings amongst agriculture-dependent communities
- increase community connectedness and collaboration and social networking, support, engagement and wellbeing through building community network members' skills and social network diversity and strategic capacity
- improve wellbeing and reduce social isolation through increasing participation in community networking events/conferences, stimulating higher rates of innovation in the local economy and the agricultural sector over time
- improve community networks access to risk management information and training, increasing the capacity of community networks to participate in regional drought resilience planning
- increase community economic development and diversification opportunities to improve access to meeting places and facilities, reducing social isolation and improving community wellbeing over time
- deliver small scale projects, such as improving meeting places for the network members, purchasing small equipment (such as computers, printers) to assist the management of the network, and community facilities that support community drought resilience.

[Note to applicants: The Department may update the Activity description to reflect the successful applicant's proposal]

B. Activity

The Grantee is required to perform the Activity as described in this Item B across agriculture dependent communities nationally and may use subcontractors to do so. The Grantee must have a legally binding agreement with each subcontractor that gives effect to, and is consistent with the, the Grantee's obligations under this Agreement. The Commonwealth may ask to view this legally binding agreement at any stage during the Activity.

In this Agreement 'subcontractor' means any person or entity who is engaged by the Grantee to undertake any part of the Activity and includes:

- a third party (**Funding Recipient**) to whom the Grantee pays an amount of the Grant and any Other Contributions (**Funding**) under the Grantee-administered funding program to perform an activity (**Project**) in accordance with this Agreement; and
- any member of the Grantee's consortium who is approved under this Agreement to assist the Grantee perform the Activity (**Consortium Members**). At the start of the Activity the Consortium Members are:
 - **[Insert legal name and ABN or ACN of each Consortium Member that is part of the Grantee's application as approved by the Commonwealth]**

Each subcontract must contain the requirements specified in **Attachment B** to this Agreement.

The Grantee is required to perform this Activity in a way that addresses the specific needs of particular Australian regions and using a community led approach.

The Grantee is not the legal agent of, and does not hold the Grant on trust for, the Commonwealth.

The Activity requires the Grantee to design, implement and administer a program (**Funding Program**) that will provide Funding from the Grant for the following categories of Projects:

1. Projects that strengthen the capacity and capability of community network organisations in agriculture dependent communities, including increasing the reach of social network members, increasing community engagement and a shared sense of purpose and belonging, increasing network members' access to professional and social networks, and improving the coordination and collaboration of social networks with other community organisations and networks to improve the diversity and strategic capability of the networks.
2. Projects that facilitate professional, social and community networks events in agriculture dependent communities throughout Australia, including increasing the number of community networking events and conferences, contributing to building a positive community culture, perception of security, social embeddedness and opportunity to work collaboratively to solve problems, fostering higher rates of innovation in the local economy and agricultural sector, and improving regional branding and recognition of local agri-food systems.
3. Projects that provide training to improve the skills and capacity of community network members to participate in community risk management, planning and community driven projects that build drought resilience, including increasing social network members' access to information and training to build drought resilience in their communities, and increasing the role of social networks in regional drought resilience planning.
4. Projects that develop small-scale community infrastructure projects that foster connectedness, improve wellbeing and make community facilities resilient to the impacts of drought, including increasing community access to social and wellbeing support structures that improve connectivity, and improving new and existing meeting places so they can be used year round to support community wellbeing and reduce social isolation.

The Grantee is required to use the Grant to provide the following three categories of Funding under the Funding Program:

- Funding of between \$10,000 and \$20,000 exc GST for small or low risk Projects;
- Funding of between \$20,001 and \$50,000 exc GST for broader medium term impact Projects; and
- Funding of between \$50,001 and \$150,000 exc GST for broader large scale short- or medium-term impact Projects.

The Grantee must:

- Develop Funding Guidelines for the Funding Program for approval by the Commonwealth in accordance with the requirements in **Attachment A**. The Funding Guidelines must be consistent with and give effect to the requirements of this Agreement and include, but not be limited to, details regarding the award of the Funding including the eligibility and selection criteria and the expenditure for which the Funding may and may not be used. The Minister approves the eligibility and selection criteria. The Commonwealth may require the Grantee to make changes to the Funding Guidelines before it approves them. The Grantee may not publish the Funding Guidelines until they are approved by the Commonwealth.
- Develop a Probity Plan to provide assurance of the integrity and uprightness of Funding decisions made under the Funding Program and provide it to the Commonwealth for its approval. The probity plan must

demonstrate how the Grantee will manage any actual, perceived or potential conflicts of interest noting that the Grantee is prohibited from awarding Funding to itself, a Consortium Member or an entity that is a related entity (as defined in the *Corporations Act*) of the Grantee or a Consortium Member. The Commonwealth may require the Grantee to make changes to the Probity Plan before it approves it. The Grantee must ensure all potential Funding applicants are provided with consistent information about the Funding Program and the Grantee must not award any part of the Grant to itself or any of its Consortium Members or related entities under the Funding Program.

- Develop and implement a Communications Strategy to promote the Funding Program and its activities and provide it to the Commonwealth for its approval. The Commonwealth may require the Grantee to make changes to the Communication Strategy before it approves it. The Grantee must notify the Commonwealth of events relating to the Grant and provide an opportunity for the Drought Minister or their representative to attend.
- Develop and maintain a Risk Assessment and Management plan for the Activity and provide it to the Commonwealth for its approval. The Commonwealth may require the Grantee to make changes to this plan before it approves it.
- Develop and contribute to a Monitoring, Evaluation and Learning Plan (MEL) for the Activity and the Projects and provide it to the Commonwealth for its approval. The MEL Plan must identify date and information to support an evaluation of the Activity (including the Projects under the Funding Program) in accordance with the Fund's MEL Framework. The Commonwealth may require the Grantee to make changes to this plan before it approves it.
- Implement the Funding Program as an open competitive process in a fair and defensible manner. This requires the Grantee to call for Funding applications, in accordance with:
 - this Agreement, including the Activity Budget and the requirements in **Attachment A**;
 - the Funding Guidelines, Probity Plan, Communications Strategy and MEL Plan approved by the Commonwealth; and
 - all principles and requirements in the *Commonwealth Grant Rules and Guidelines*¹ (including the requirement to achieve value for money) to the extent they are reasonably capable of applying to the conduct of the Funding Program by a non-Commonwealth entity such as the Grantee.
- In accordance with the requirements in **Attachment A** and the Commonwealth-approved Funding Guidelines, assess all applications for Funding and select Projects that contribute to one or more of the Grant outcomes in Item A and create a shortlist of the highest scoring applications for the Grants Assessment Committee (**GAC**) to consider.
- The Grantee must establish the GAC, and ensure it assesses the shortlisted Funding applications, in accordance with the requirements of the *Future Drought Fund Act* and **Attachment A**. The Grantee must then arrange for the GAC to recommend its highest rated Funding applications to the Grantee and provide a copy of its recommendations to the Commonwealth. The GAC must include representatives from the Department or other representatives nominated by the Department. The Grantee determines the award of Funding to Funding Recipients in accordance with the GAC's recommendations.
- Enter into a legally binding agreement (**Funding Agreement**) in the Grantee's own name (and not as the Commonwealth's agent) with each Funding Recipient whose Project has been approved for Funding. Each Funding Agreement must contain the requirements specified in **Attachment B**.
- Manage each Funding Agreement in accordance with this Agreement including by:
 - only making Funding payments to a Funding Recipient on successful completion of Project milestones;
 - liaising with Funding Recipients as required;
 - tracking and monitoring the progress and performance of each Project, including submission of progress and final reporting, in accordance with the Funding Agreement; and
 - promptly advising the Commonwealth if a Project is in danger of failing or not being completed or if the Grantee becomes aware of any fraud or significant non-compliance issues in relation to a Project.

¹ Available here: <https://www.finance.gov.au/sites/default/files/2019-11/commonwealth-grants-rules-and-guidelines.pdf>

- Take reasonable action to enforce its rights, and its subcontractors (including its Funding Recipients') obligations, under these subcontracts including suspending a Funding payment until the Funding Recipient has complied with its Funding Agreement or terminating the Funding Agreement.

Specific Grant acknowledgement requirements

For the purpose of clause 3 of Schedule 1, the Grantee must when promoting the Activity (including for example at regional workshops and roadshow events) acknowledge the Grant in accordance with the Program's Branding Guidelines and by making the following public statement about the Activity:

'The Networks Grant Program received funding from the Australian Government's Future Drought Fund.'

The Program's logo must be used on all published Activity Materials. Whenever the logo is used, the publication must also acknowledge the Australian Government by saying:

'Future Drought Fund's Networks to Build Drought Resilience – an Australian Government initiative'.

The Program's logo's colour, shape, form, font or design as provided by the Commonwealth to the Grantee must not be modified or obscured in any way.

Use of the Grant

The Grantee must ensure that no more than a total of 10% of the original Grant amount is spent (across it and all its Consortium Members) on the administration of the Activity (for example the design, administration and promotion of the Funding Program) in accordance with the Activity Budget. Any interest that the Grantee earns on the Grant may only be used to provide Funding to Funding Recipients and may not be spent on the administration of the Activity.

The Grantee may not spend (and must require that its subcontractors not spend) the Grant on any of the following activities or costs:

- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility
- activities that do not directly support agriculture-dependent communities
- activities that benefit a single individual rather than build long-term drought resilience and enhance the public good in agriculture-dependent communities
- activities that do not directly strengthen community networking, wellbeing and drought preparedness, or reduce the risk of social isolation associated with drought
- activities that duplicate existing projects or services in a particular community
- activities where the costs have already been incurred because the activity has already been undertaken or will have been undertaken prior to the start of the Activity (as specified in Item C below).
- activities outside of Australia, or involving overseas travel
- activities that provide private and/or commercial benefit rather than not-for-profit social enterprises
- business activities where the primary purpose is for profit
- activities already funded through another Australian, state or territory, or local government program
- provision of Funding to an organisation with outstanding final reports from a prior Australian Government grant of financial assistance
- any costs that are not directly related to carrying out the Activity, such as:
 - preparation of grant application materials
 - protecting or patenting intellectual property
 - activities of a distinctly commercial or proprietary nature that are aimed at selling or attracting investment
 - developing, building or producing commercial prototypes to commercialise a research project outcome
 - creation of new institutions
 - establishing new commercial ventures

- core business expenses not directly related to carrying out the Activity, including administrative, overhead and infrastructure costs, staff salaries (unless directly engaged in delivering the Funding Program) and relocation costs, travel and living allowances
- financial support for feasibility studies
- hospitality or catering beyond reasonable costs for providing refreshments at Activity-related events such as workshops or field days
- purchasing of infrastructure, major equipment or activities that could be considered part of normal business or ongoing operations, unless integral to the delivery of the Activity and with prior approval from the Commonwealth
- purchase or acquisition of land or buildings
- capital expenditure
- activities involving political advocacy
- production of clothing, equipment or merchandise for distribution
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent
- major construction/capital works
- overseas travel, and
- other expenses that do not directly support the delivery of the Grant outcomes in Item A.

Repayment of Grant funds

The Grantee is required to repay to the Commonwealth any part of the Grant that:

- a. has not been spent by the Grantee in accordance with this Agreement; or
- b. has been repaid (or which should have been required to be repaid) by a subcontractor (including a Funding Recipient) to the Grantee as required by this Agreement (see **Attachment B**),

in accordance with Supplementary Term 29.

Other Contributions

The Grantee must provide or obtain the Other Contributions for the Activity – see Supplementary Term 1. The Other Contributions may only be used by the Grantee to provide Funding to Funding Recipients and may not be spent on the administration of the Activity.

No other government funding for the Activity

The Grantee must not receive any funding from any other Commonwealth, state, territory or local Government agency in respect of the Activity.

C. Duration of the Grant

The Activity starts on **[Insert]**.

The Activity (other than the provision of any final reports) ends on 30 June 2022 which is the **Activity Completion Date**.

The Agreement ends when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement. This is the **Agreement End Date**.

[Note to applicants: Activity milestones will be determined having regard to the successful applicant's proposal]

Activity Schedule	
Milestone	Due Date
<i>Development of the Funding Guidelines (including the assessment criteria) in accordance with the requirements of this Agreement (including Item B and Attachment A) and Commonwealth's approval of them obtained.</i>	<i>[insert date]</i>
<i>Development of a Probity Plan, Communication Strategy, Risk Assessment and Management Plan, detailed Budget for the entire Activity and MEL Plan as required by Item B and Commonwealth's approval of them obtained.</i>	
<i>Funding applications called for by Grantee</i>	<i>[insert date]</i>
<i>Funding applications assessed and recommended to the Commonwealth by Grantee</i>	<i>[insert date]</i>
<i>All Funding Agreements entered into by Grantee</i>	<i>[insert date]</i>
<i>Completion of all Funding Recipients' Projects and all Project Reports provided</i>	30 June 2022
<i>Repayment by subcontractors of all Grant monies (including Funding) not spent in accordance with this Agreement and the relevant subcontract</i>	<i>[insert date]</i>
<i>Provision of final report to the Commonwealth</i>	
<i>Repayment by Grantee of all Grant monies not spent in accordance with this Agreement to the Commonwealth</i>	<i>[insert date]</i>

D. Payment of the Grant

The total amount of the Grant is *[insert amount]* for the administrative component and *[insert amount]* for the Funding component (GST exclusive).

GST *[is/ is not]* payable on the Grant.

Interest can be earned on the Grant but can only be used for the purposes specified in Item B and Attachment B.

The Grantee's nominated bank account into which the Grant is to be paid is *[insert bank account details/ to be advised]*. Once the Grant is paid to the Grantee, the Grant will become the Grantee's money. The Grant must be deposited into a bank account of the Grantee that is established for the purpose of this Agreement and does not contain any other money of the Grantee.

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

[Note to applicants: The Grant payments will be determined having regard to the successful applicant's proposal]

Table 1 - Administration component of the Grant

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
<i>[insert relevant event e.g. on signature of agreement or acceptance of progress report]</i>	<i>[insert date]</i>	<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>
Total Amount		<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>

Table 2 - Funding component of the Grant

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
<i>[insert relevant event e.g. on signature of agreement or acceptance of progress report]</i>	<i>[insert date]</i>	<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>
Total Amount		<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>	<i>[\$[insert amount]]</i>

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity. The Commonwealth will issue the Grantee with an RCTI at the time it makes each Grant payment to the Grantee.

E. Reporting

[Note to applicants: The reporting requirements (including progress, financial, final and other reporting requirements) will be further detailed in the reporting templates that the Department develops for the Program]

The Grantee agrees to create the following reports in the form attached to this Agreement or otherwise specified by the Commonwealth and to provide the reports to the Commonwealth representative at the times specified in Item C and Item D in accordance with the following:

1. The Grantee is required to provide progress reports at the times specified in **[Item C and/or Item D]** in a form, and containing the information, specified by the Commonwealth.
2. The Grantee is required to provide a final report at the time specified in **[Item C and/or Item D]** in a form, and containing the information, specified by the Commonwealth.

The final report must include an audited financial statement of the Grantee's and its subcontractors' (but not its Funding Recipients') receipt and expenditure of the entire Grant and any Other Contributions for the entire Activity period. This audited financial statement should specify:

- the amount of the Grant paid to the subcontractors (including Grant funds paid to the Consortium Members and the Funding paid to the Funding Recipients) that has been fully acquitted by the subcontractors; and
- the amount of the Grant that is due to be repaid by subcontractors (including by the Consortium Members as well as by Funding Recipients under their Funding Agreements) and the proportion of the amount that a) has been repaid to the Grantee and b) remains outstanding and
- the steps the Grantee has taken or will take to recover those outstanding Grant amounts.

This financial statement must be audited in accordance with clause 10 of Schedule 1.

The Grantee must include in the final report a discussion of any other matters, relating to the performance of the Activity, which the Commonwealth notifies the Grantee is required to be included in the final report at least 20 Business Days before the final report is due.

3. The Grantee must also provide each Funding Recipients' final report regarding the performance and outcomes of, and expenditure of the Grant and Other Contributions for, its Project (**Project Report**) to the Commonwealth. Each Funding Recipient's final report must contain the information specified for its level of Funding in Appendix 1 to Attachment B.
4. Throughout the Activity, the Commonwealth may also require the Grantee to provide ad-hoc reports regarding the performance of the Agreement or the expenditure of the Grant. The Grantee must provide any such ad-hoc reports within the timeframe notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

Commonwealth representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Materials	[insert details]
Funding Guidelines	[insert details]
Probity Plan	[insert details]
Communications Strategy	[insert details]
Risk Management Plan	[insert details]
MEL Plan	[insert details]
Funding Recipient's final reports	[insert details]

Supplementary Terms from Clause Bank

[Note to Applicants: The Grantee is required to provide or obtain financial (i.e. cash) contributions that equal at least 30% of the total Grant amount. The Grantee may also provide additional in-kind contributions. The Other Contributions may not be from another government source and must be used to provide Funding to Funding Recipients.]

1. Other Contributions

CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the table 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]
		\$	

CB1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and must use all financial Other Contributions solely for the provision of Funding to Funding Recipients under the Funding Program. If the Other Contributions are not provided or used in accordance with this Agreement, 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.

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.

Administrative component of the Grant (which must not exceed 10% of the original Grant amount)

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 e.g. staff FTE, travel, etc]	[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]

Funding component of the Grant

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]

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 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 and for the purpose of reporting on or dissemination findings resulting from this Agreement, prior to that Material being provided to the Commonwealth.

3A. Creative Commons licence

- CB3A.1 The licence in clause 17 includes a right for the Commonwealth to licence the Reporting Material and any Activity Material specified in the Grant Details to the public under a Creative Commons Attribution licence (CC BY licence).

4. Access/Monitoring/Inspection

- CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:
- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
 - (b) permission to inspect and take copies of any Material relevant to the Activity.
- CB4.2 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 CB4.1.
- CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and Assets

CB5.1 In this Agreement

administrative component of the Grant means the Grant amount that the Grantee is permitted to use under this Agreement to administer the Funding Program and which must not exceed 10% of the original Grant amount.

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant excluding Activity Material and Intellectual Property Rights.

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the administrative component of the Grant to purchase any item of equipment or Asset for \$5,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

(a) *[insert list of approved equipment and assets]*

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired in whole or in part using the administrative component of Grant.

CB5.4 For the term of the Agreement, in relation to any Asset, the Grantee agrees to:

- (a) use the Asset solely for the purposes of the Activity;
- (b) not encumber, grant a security interest over or dispose of the Asset without the Commonwealth's prior written approval;
- (c) hold the Asset securely and safeguard it against theft, loss, damage, or unauthorised use;
- (d) maintain the Asset in good working order;
- (e) ensure the Asset is properly insured for its full replacement value; and
- (f) obtain and maintain all required registrations and licences for the Asset.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost	Date of acquisition	Is the Asset owned or leased?	Date disposed of	Proceeds of any sale or disposal	Undepreciated value of asset
<i>[insert reference]</i>	<i>[insert description of the equipment or asset]</i>	<i>[insert amount of Grant contributed to this item]</i>	<i>[insert amount of Grantees own funds contributed to this item]</i>	<i>[insert amount of other sources of funding contributed to this item]</i>	<i>[insert total amount cost of the item]</i>					

CB5.6 The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be treated as part of the Grant and used for the purposes of the Activity.

CB5.7 If an Asset is lost, damaged or destroyed then, unless otherwise agreed in writing by the Commonwealth, the Grantee agrees to ensure that the Asset is promptly repaired, replaced or otherwise reinstated. This clause CB5 continues to apply to the reinstated Asset.

CB5.8 On the expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified Personnel

September 2020

Department of Agriculture, Water and the Environment

- CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:
[insert details, including name and nature of the role or work to be undertaken]
- CB6.2 The Grantee agrees to notify the Commonwealth as soon as practicable if the Specified Personnel are unable to perform the work as required under this clause.
- CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.
- CB6.4 If clause CB6.2 or clause CB6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement

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

- CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and
- (a) are appropriately qualified to perform the tasks indicated;
 - (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity [including:
[insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. certificate 4 etc)]]; and
 - (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

- CB8.1 In this Agreement:

Criminal or Court Record	means any record of any Other Offence;
Other Offence	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ul style="list-style-type: none"> (a) an apprehended violence or protection order made against the person; (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance; (c) violence against another person or the injury, but excluding the death, of another person; or (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);
Police Check	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
Serious Offence	means: <ul style="list-style-type: none"> (a) a crime or offence involving the death of a person; (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child; (c) 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 (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record

means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person

means 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.

- CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
- (a) obtain a Police Check for that person;
 - (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
 - (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
 - (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.
- CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
- (a) a Serious Record; or
 - (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
- CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:
- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
 - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
 - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
 - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
 - (e) any other relevant matter,
- and must ensure it fully documents the conduct and outcome of the risk assessment.
- CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.
- CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:
- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
 - (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

Definitions

CB9.1 In this Agreement:

- Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning;
- Child-Related Personnel** means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;
- Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
- National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;
- Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Activity may be carried out;
- Working With Children Check or WWCC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Grantee's risk management strategy required by this clause CB9.3;
 - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

(f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Commonwealth Material, facilities and assistance

Not used.

11. Jurisdiction

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

[Note to Applicants: Clause 12 will only be included if the Grantee is the trustee of a trust]

12. Grantee trustee of Trust

CB12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

CB12.2 The Grantee warrants that:

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

13. Fraud

CB13.1 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.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB13.5 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.

CB13.6 This clause survives the termination or expiry of the Agreement.

14. Prohibited dealings

Not used

15. Anti-corruption

CB15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

16. Step-in rights

Not used.

17. Grant Administrator

Not used.

18. Management Adviser

Not used.

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 (including the Projects).

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.

20. Compliance with Legislation and policies

CB20.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

[specify any relevant:

- Commonwealth policies, including capital works such as AIP Plans (see below);

- State/Territory laws applicable.]

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

22. Transition

Not used

23. Corporate governance

CB23.1 In this Agreement:

Constitution means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

CB23.4 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;

(d) subject to Part VIIC of the Crimes Act 1914 (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:

- (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed;
- (e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the relevant legislation.

CB23.5 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

CB23.6 If the Grantee is registered under the *Corporations Act 2001* (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

23A. Incorporation requirement

Not used

24. Counterparts

CB24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

25. Employees subject to SACS Decision

Not used

26. Program interoperability with National Disability Insurance Scheme

Not used.

27. Rollover of surplus and uncommitted funds

Not used.

28. 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.

29. Repayment of Grant Funds

CB 29.1 The Grantee must, in relation to each subcontract with a Consortium Member or Funding Recipient t:

- (a) take all reasonable steps to recover from the subcontractor any Grant amount that it is required to pay to the Grantee under its subcontract (as well as the Grantee's reasonable costs of recovering that amount from the subcontractor); and
- (b) only agree to waive any payment or other obligation, or write off any amount, that the subcontractor owes to Grantee under the subcontract if the Grantee has obtained the Commonwealth's prior and express written approval to that waiver or write off. The Commonwealth may attach conditions to that approval, in which case you must comply with those conditions.

CB29.2 Subject to clause CB29.3, if the Grantee has a Funding amount that it will not pay to the intended Funding Recipient, or that the Grantee has recovered from a Funding Recipient, prior to the Activity Completion Date, the Grantee must either:

- (a) allocate that Funding to another Funding Recipient for its Project as agreed by the Commonwealth in writing; or
- (b) where the Commonwealth has not agreed to the reallocation of that Funding in accordance with paragraph (a), repay the Funding to the Commonwealth within [60] days of the Grantee becoming aware that the Funding will not be paid to the intended Funding Recipient or the Grantee's recovery of the Funding (whichever applies).

CB29.3 Within [40] Business Days after the Activity Completion Date, or the earlier termination of this Agreement, the Grantee must pay to the Commonwealth the following Grant amounts:

- (a) any Grant amount that you have received and which the Commonwealth considers has not been spent, and is not due and payable, by the Grantee for the purpose of the Activity in accordance with this Agreement as at the Activity Completion Date or the date the Commonwealth provides the notice of termination to the Grantee under this Agreement (whichever applies); and
- (b) any Grant amount that the Grantee has recovered from a subcontractor in accordance with its

subcontract and which the Grantee still holds in accordance with this Agreement as at the Activity Completion Date or the date the Commonwealth provides the notice of termination to the Grantee under this Agreement (whichever applies).

CB29.4 Any additional Grant amounts that the Grantee recovers from a subcontractor after the repayment period specified in clause CB29.3 must be paid to the Commonwealth within 20 Business Days of the date the Grantee recovers the amount from the subcontractor.

CB29.5 In addition to clause CB29.3 and CB29.4, if the Grantee does not comply with clause CB29.1 regarding a Grant amount it has paid to a subcontractor, we may recover that amount from the Grantee (regardless of whether the Grantee has recovered it from the subcontractor).

CB29.6 If the Grantee is required to repay the Commonwealth an amount under this clause CB29:

- (a) the Grantee must pay interest (which is calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953* (Cth) on a daily compounding basis) on any part of the amount that is outstanding after the due date for the payment until the date that the outstanding amount is repaid in full;
- (b) the Commonwealth may recover the amount and any Interest as a debt due to it; and
- (c) the Commonwealth can recover all or any of the amount and Interest payable under clause CB29.2 by deducting it from any subsequent amount payable to the Grantee under this Agreement or any other agreement the Commonwealth has with the Grantee.

CB29.7 For the avoidance of doubt, this clause CB29 takes precedence over clause 11 in Schedule 1 to the extent of any inconsistency.

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture, Water and the Environment ABN 34 190 894 983	
Name: (print) Position: (print) Signature and date:	
Witness Name: (print) Signature and date:	

Grantee:

Name of Company:	<i>[insert name of company and any ABN, ACN or ARBN]</i>
Director's Name: (print) Signature and date:	
Director/Company Secretary Name: (print) Signature and date:	

Full legal name of the Grantee:	<i>[insert name of incorporated association and any ABN or other registration number]</i>
Public Officer's Name: (print) Signature and date:	
Committee Member/Secretary Name: (print) Signature and date:	

Full legal name of the Grantee:	<i>[insert name of partnership and any ABN]</i>
Partner's Name: (print) Signature and date:	

Partner's/Witness Name:

(print)

Signature and date:

DRAFT

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account:

- (a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the Banking Act 1959 (Cth) to carry on banking business in Australia;
- (b) that is established solely for the purpose of the Activity; and
- (c) that is separate from the Grantee's other operational accounts.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

4.3 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

4.5 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

5. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity to a Consortium Member without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

6.4 The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth after the Activity Completion Date, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;
- then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
 - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) 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
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to effect and maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);

- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- the Supplementary Terms in the Grant Details; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Consortium Member** has the meaning given in Item B of the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Funding** has the meaning given in Item B of the Grant Details.
- **Funding Agreement** has the meaning given in Item B of the Grant Details.
- **Funding Program** has the meaning given in Item B of the Grant Details.
- **Funding Recipient** has the meaning given in Item B of the Grant Details.

- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Project** has the meaning given in Item B of the Grant Details.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Attachment A – Guidance for the assessment of Funding Program applications

A.1 - Assessment criteria for Funding Program

An application for Funding under the Funding Program must demonstrate how the applicant's proposed activity will achieve the Grant outcomes as specified at Item A of the Grant Details (**Grant outcomes**). To do this, the Grantee must ensure all Projects funded by the Funding Program address one or more of the Grant's outcomes and is supported by one of Australia's international obligations listed at section 26 (specifically sub sections (a), (d), (e) and (f)) of the FDF Act. These activities are elaborated on at A.2 of this Attachment A.

Utilising its specialist expertise, the Grantee must establish eligibility and assessment criteria for the Funding Program that address the Grant outcomes as required in Item B of the Grant Details. All eligible applications for Funding under the Funding Program must be assessed using the eligibility and assessment criteria approved by the Minister, to ensure that only the highest quality proposals for activities that maximise the Grant outcomes receive Funding.

A.2 - Guidance assessment criteria for funding opportunities in the Funding Program

The Funding Program must provide opportunities for community organisations, including Indigenous organisations, to receive Funding to deliver Projects responding to one or more of the following opportunities. Applicants can apply to receive Funding under one or more of the opportunities below. Funding applicants will need to adequately address all of the assessment criteria under the opportunity they are applying for to be successful.

Opportunity 1 - Projects that strengthen the capacity and capability of community network organisations in agriculture dependent communities.

Funding applicants must address how the proposed Project will:

- Increase the community reach for social network members
- Increase community engagement, a shared sense of purpose and belonging
- Increase community and social network members access to professional and social networks
- Improve the coordination and collaboration of social networks with other community organisations and networks to improve the diversity and strategic capability of social networks in communities

Opportunity 2 - Activities that facilitate professional, social and community networking events in agriculture dependent communities throughout Australia.

Funding applicants must address how the proposed Project will:

- Increase number of community social networking events/conferences
- Contribute to building a positive community culture, perception of security, social embeddedness and opportunity to work collaboratively to solve problems
- Foster higher rates of innovation in the local economy and agricultural sector
- Improve regional branding and recognition of local agri-food systems

Opportunity 3 - Training to improve the skills and capacity of community network members to participate in community risk management, planning and community driven projects that build drought resilience

Funding applicants must address how the proposed Project will:

- Increase social network members access to information and training to build drought resilience in their communities
- Increase the role of social networks in regional drought resilience planning

Opportunity 4 - Small-scale community infrastructure projects to foster connectedness, improve wellbeing and make community facilities resilient to the impacts of drought.

Funding applicants must address how the proposed Project will:

- Increase community access to social and wellbeing support structures; reduce social isolation and improve connectivity
- Improve new and existing meeting places so they can be used year round to support community wellbeing and reduce social isolation.

Guidance on standard monitoring, evaluation and reporting requirements for different tiers of financial assistance provided under the Funding Program are provided at **Attachment B**. Requirements vary depending upon the scale of grants offered.

A.3 - Assessment of grant applications in the Funding Program

The Grantee must use an open competitive process to select the Funding Recipients.

A.4 - Who will assess applications and approve grants for eligible activities in the Funding Program?

The Grantee must assess each Funding application on its merits against the Minister-approved assessment criteria (see Item B of the Grant Details and Item A.2 of this Attachment A). The individuals who assess Funding applications must be staff employed by the Grantee and the Grantee must provide each of them with sufficient training to ensure consistent assessment of all Funding applications. The Grantee's assessors are required to perform their duties in accordance with the principles of the Commonwealth Grant Rules and Guidelines (CGRGs).

The highest-ranked eligible applications will be shortlisted to inform the deliberations of the Grants Assessment Committee.

A.5 - Grants Assessment Committee

The Grantee must establish a Grants Assessment Committee (GAC) to review the suitability of Funding applications shortlisted by the Grantee against the assessment criteria.

The Grantee must include representatives from the Department and any other representatives nominated by the Department on its GAC.

The GAC must consider the following in relation to each of the shortlisted Funding applications:

- how well an application scored against the assessment criteria approved by the Minister
- the relative merit of the application compared to other applications focussed on the same Grant outcome(s)/assessment criteria.
- the distribution and scale of proposed Projects across Australia and rural, regional and remote communities
- the extent to which the application and its geographic location matches the Program objectives and outcomes in Item A of the Grant Details
- the requirements of the *Future Drought Fund Act*
- the range of eligible applicant types
- whether the Project proposal provides value for money

The Grantee and the GAC will be required to perform the assessment in accordance with the principles of the CGRGs.

The GAC will make recommendations to the Grantee about applications that are suitable to be approved. The Grantee is responsible for awarding the Funding to Funding Recipients in accordance with the recommendations of the GAC. The GAC recommendations are also provided to the Commonwealth for its information.

Attachment B – Minimum Terms that must be included in each Subcontract

The following requirements apply to, and must be included in:

- each of the Grantee's subcontracts with a Consortium Member; and
- each of the Grantee's Funding Agreements with a Funding Recipient,

before the Grantee provides any Grant or any Funding amount to the subcontractor. For the purpose of this Attachment B and Appendix 1 capitalised terms have the same meaning as they have in this Agreement.

1. The Grantee must ensure that the provisions of each subcontract give effect to, and are not inconsistent with, the requirements of this Agreement and any additional conditions that the Commonwealth advises the Grantee apply to that subcontract.
2. The Grantee must ensure that the entity that signs the subcontract is the entity that will perform the majority of the subcontract.
3. The Grantee must require the subcontractor to acknowledge that it is not the legal agent of, and does not hold any of the Grant or Funding on trust for, the Grantee.
4. The Grantee must require the subcontractor to only use the Grant and Funding for the purpose of performing the Commonwealth-approved Project or other Commonwealth-approved activities in a manner that is consistent with the requirements of this Agreement and the relevant subcontract. The Grantee must include a budget in each subcontract and require the subcontractor to spend the Grant and Funding on the Project or Commonwealth-approved activities in accordance with that budget. The subcontractor must be prohibited from spending the Grant or Funding on any expenditure which is prohibited in Item B of this Agreement.
5. The Grantee must require the subcontractor to perform its subcontract in accordance with all applicable laws.
6. The Grantee must require the subcontractor to acknowledge the Australian Government's financial contribution to the subcontractor's Project or other Commonwealth-approved activities in accordance with the Program's Branding Guidelines and as specified in Item B.
7. The Grantee must require the subcontractor to warrant that it does not have any outstanding final reports or acquittal, or a repayment of funds owing under, a prior Australian Government grant of financial assistance.
8. The Grantee must have a right to withhold a payment to the subcontractor or terminate the subcontract if a milestone in the subcontract is not completed by the subcontractor to the Grantee's satisfaction or the subcontractor is in breach of the Funding Agreement.
9. The Grantee must require each subcontractor to complete its Project or other Commonwealth-approved activities on or before 30 June 2022.
10. The Grantee must require each subcontractor to keep detailed records regarding its performance of its subcontract (including its Project or other Commonwealth-approved activities) and expenditure of the Grant and Funding for the same period for which the Grantee is required to retain its records under this Agreement.
11. The Grantee must require each subcontractor to provide the Grantee with the information the Grantee needs to comply with its reporting and other requirements under this Agreement, including requiring each Funding Recipient to provide the Grantee with a Project Report for its Project that meets the requirements specified in Item E of this Agreement and Appendix 1 to this Attachment B.

12. The Grantee must include the following intellectual property clause in each subcontract:

- X.1 *The [subcontractor] owns the Intellectual Property Rights in all of the Subcontract Material.*
- X.2 *The [subcontractor] hereby grants [the Grantee] a permanent, irrevocable, free, worldwide, non-exclusive licence, including a right of sublicense, to use, communicate, reproduce, publish (including under an Open Access Licence) and adapt the Reports, including any existing material incorporated in the Reports, for any non-commercial purpose.*
- X.3 *The [subcontractor] acknowledges that the purpose of the Project is for the Grantee to share the [subcontractor's] Report [and insert any other Project material that will be provided to the Grantee], including with the Commonwealth, and that the Commonwealth may in turn provide that material to other Commonwealth [and State and Territory] agencies.*
- X.4 *The [subcontractor] must ensure that it has the right, or will have the right at the relevant time, to deal with all intellectual property rights in the Subcontract Material (including any existing material incorporated in the Subcontract Material) as required by this clause.*
- X.5 *If [the Grantee] requires, the [subcontractor] must bring into existence, sign or otherwise deal with any document which is necessary or desirable to give effect to this clause [X].*
- X.6 *The [subcontractor] must obtain from each author of a Report a written consent to [insert specified acts which align with Supplementary Term CB3] (Specified Acts). The consent must cover Specified Acts done before or after the date of the consent, and whether done by [the Grantee] or by someone claiming under or through [the Grantee] (including the Commonwealth). If [the Grantee] asks, the [subcontractor] must give [the Grantee] the original copy of the consent.*
- X.7 *In this clause [X], 'Subcontract Material' means:*
- (a) *all the Material that the [subcontractor] creates for the purpose of the subcontract which it provides, or is required to provide, to [the Grantee] under the subcontract, and includes all of [the subcontractor's] Reports; and*
 - (b) *any other Material derived from the Material in paragraph (a) other than that which is created by [the Grantee] under its Grant agreement with the Commonwealth.*
- X.8 *In this clause [X], 'Report' means any information that [the subcontractor] is required to provide to [the Grantee] to enable [the Grantee] to meet its reporting requirements in its agreement with the Commonwealth.*

13. The Grantee must require each subcontractor to provide the Grantee with access to premises where the Project or other Commonwealth-approved activities are being performed and/or where Material relating to the Project or those activities is kept, and permission to inspect and take copies of such Material, within the time period specified by the Grantee.

14. The Grantee must require each subcontractor to repay to the Grantee any Grant or Funding amount that it has not spent on its Project or other Commonwealth-approved activities in accordance with its subcontract, within 10 Business Days after the completion date for the Project or those activities specified in the subcontract (which date must be on or before 30 June 2022) or the earlier termination of the subcontract, and for interest to accrue on any amount that is not repaid by that date. Interest must be at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis).

15. The Grantee must require each subcontractor to cooperate with it, and provide the Grantee with any other information that it reasonably requires, regarding its Project or other Commonwealth-approved activities.
16. The Grantee must require each subcontractor to consent to the Grantee's and Commonwealth's disclosure of the subcontractor's identity and the existence, purpose and nature of its subcontract as well as all personal information relating to the performance of the subcontract.
17. The Grantee must require each subcontract to provide documents as and when required by the Grantee in relation to any request that the Commonwealth has received under the *Freedom of Information Act*.
18. The Grantee must include a provision which requires both it and the subcontractor to acknowledge that neither party can claim the subcontract (nor the activities or reports provided under it) as its confidential information.
19. The Grantee must require each subcontractor to implement robust policies and procedures to mitigate risks relating to, and address and discharge the subcontractor's obligations under, all applicable work, health and safety legislation that apply in relation to the performance of the subcontract.
20. To the extent that the subcontractor may work with children or other vulnerable persons in the performance of its subcontract, the Grantee must include provisions in the subcontract that mirror the requirements of Supplementary Terms CB8 and CB9 in this Agreement.
21. The Grantee must require the subcontractor to have and maintain adequate public liability insurance **[and insert any other required insurances]** in respect of its performance of the subcontract that covers claims made during and up to 7 years after the end of the subcontract.
22. The Grantee must include termination provisions in each subcontract that allow it to immediately terminate the subcontract if the Commonwealth terminates this Agreement under clause 19 or 20 of this Agreement.
23. The clauses specified in Items 6, 10 to 19 and 21 of this Attachment B must be expressed to survive the termination or expiry of the Funding Agreement.

Appendix 1 to Attachment B – Project Report requirements for the three tiers of Funding under the Funding Program

Tier 1 (up to \$20,000)	<p>Completion Report including:</p> <ol style="list-style-type: none"> 1. Grant Reference No / Contract Number: 2. Amount of Funding: 3. Name of Funding Recipient: (<i>organisation contracted</i>) 4. Location of Project: <i>this may be township/LGA</i> 5. Duration of Project: (<i>Start date / End date</i>) 6. Title of Project: (<i>as per contract</i>) 7. Summary of Project (one paragraph – max 250 words): 8. Report of project achievements against Program outcomes (max 1000 words) 9. Issues arising, recommendation/learnings 10. Name /certification of author or team leader/manager: 11. Date of report 12. Annual financial declaration (for activities/subproject spanning more than one year duration) or end of project financial declaration (for activities/sub projects spanning less than one year duration) from Treasurer/CEO. Each such financial declaration to detail the receipt and expenditure of the Funding (being Grant and Other Contribution amounts) for the relevant period and certify that those amounts were spent on the Project in accordance with the Funding Agreement.
-------------------------	---

Tier 2 (\$20,000 - \$50,000)	<p>Monitoring Report including:</p> <ol style="list-style-type: none"> 1. Grant Reference No / Contract Number: 2. Duration of Project: (<i>Start date / End date</i>) 3. Report Period (<i>start date, end date</i>) 4. Name of Funding Recipient: (<i>organisation contracted</i>) 5. Location of Project: <i>this may be township/LGA</i> 6. Title of project: (<i>as per contract</i>) 7. Summary of Project (one paragraph – max 250 words): 8. Report / Summary of progress, including outputs and achievements for the period (max 1000 words) 9. Issues arising, recommendation/learnings 10. Name /certification of author or team leader/manager: 11. Date of report 12. Annual financial declaration (for activities/subproject spanning more than one year duration) from Treasurer/CEO. Each such financial declaration to detail the receipt and expenditure of the Funding (being Grant and Other Contribution amounts) for the relevant period and certify that those amounts were spent on the Project in accordance with the Funding Agreement. <p>Evaluation Report or Completion Report including:</p> <ol style="list-style-type: none"> 13. Grant Reference No / Contract Number: 14. Funding amount 15. Duration of Project: (Start date / End date) 16. Name of Funding Recipient: (<i>organisation contracted</i>) 17. Location of Project: <i>this may be township/LGA</i> 18. Title of Project: (<i>as per contract</i>) 19. Summary of Project (<i>one paragraph – max 250 words</i>) 20. Primary Project outcome: Economic; Ecological/environmental; Social/Community 21. Proposed Project milestones /Outputs – list and dates 22. Actual Project milestones (dates achieved) 23. Report / Summary of progress: (per milestones) 24. Issues arising, recommendation/learnings 25. Name /certification of author or team leader/manager: 26. Date of report 27. End of Project financial declaration authorised and signed by Treasurer/CEO. Each such financial declaration to detail the receipt and expenditure of the Funding (being Grant and Other Contribution amounts) for the relevant period and certify that those amounts were spent on the Project in accordance with the Funding Agreement.
Tier 3 (\$50,001 - \$150,000)	<p>Monitoring Report (as above for Tier 2) as well as:</p> <p>A financial declaration authorised and signed by the organisation's accountant, financial officer/treasurer or CEO at the following periods:</p> <ol style="list-style-type: none"> 1. Annual (if funding provided is between \$50,001 - \$99,999) or 2. 6 monthly (if funding provided is greater than \$100,000). <p>Evaluation or Completion Report (as above for Tier 2)</p>