

Sample Commonwealth Grant Agreement

Organisation ID:	
Agreement ID:	
Schedule ID:	
Activity ID:	

SUPPLEMENTARY PROVISIONS

CB1 Other Contributions

Not applicable

CB2 Activity Budget

Not applicable

CB3 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 moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

CB3A. Intellectual property – research

Not applicable

CB3B. Creative Commons licence

Not applicable

CB4. 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).

CB5 Equipment and Assets

CB5.1 In this Agreement

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 Grant:

(a) to purchase any item of equipment or Asset for \$10,000 (excluding GST) or more (other than motor vehicles); or

(b) in the last nine months of the Term the acquisition of any asset valued over \$10,000 (GST exclusive) (including motor vehicles).

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

CB5.4 Unless, to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

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	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost

CB5.6 On 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.

CB6 Specified Personnel

Not applicable

CB7 Relevant qualifications, licences, permits, approvals or skills.

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (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 a CHC51115 Diploma of Financial Counselling (Rural) (or equivalent); and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

CB8. Vulnerable Persons

Not applicable

CB9. Child safety

Not applicable

CB10 Commonwealth Material, facilities and assistance

CB10.1 In this Agreement, Commonwealth Material means any Material provided by the Commonwealth to the Grantee for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.

CB10.2 The Commonwealth agrees to provide the following Material to the Grantee:

- (a) Not applicable

CB10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

CB10.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee must, if requested, return all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement.

CB10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

- (a) Not applicable

CB10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance

CB11 Jurisdiction

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

CB12 Grantee trustee of Trust

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

G12.2 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.

CB13 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 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.

CB14. Prohibited dealings

Not applicable

CB15. 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.

CB16 Step in rights

CB16.1 If:

- (a) the Commonwealth issues a notice under clause 2.2;
- (b) an event in clause 19.3.1.c of the Agreement occurs; or
- (c) the Grantee requests that the Commonwealth exercise its rights under this clause,

the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause CB16 and the date from which this notice will take effect (**Step In Notice**).

CB16.2 From the date specified in the Step-in Notice:

- (a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
- (b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
- (c) the Commonwealth's obligation to pay the Grant is suspended; and
- (d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.

CB16.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:

- (a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
- (b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

CB16.4 The Commonwealth will by written notice advise the Grantee of:

- (a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

CB17 Grant Administrator

Not applicable

CB18 Management adviser

Not applicable

CB19 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.

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.

CB20 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).

CB21 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.

CB22 Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
 - (i) Activity Material specified in the Grant Details;
 - (ii) Assets purchased with the Grant; and
 - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- (h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

CB23 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 will 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.

CB23A Incorporation requirement

CB23A.1 If the total value of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equals \$500,000 or more (excluding GST), and the Grantee:

- (a) is not a statutory body, or a State or Local Government; and
- (b) has not received an exemption from the incorporation requirements from the Commonwealth's Minister (or the Minister's delegate).

then

- (c) the Grantee must be, or become, incorporated in accordance with CB23A.2; and
- (d) the incorporation must occur prior to the execution date of the agreement (or contract variation) that resulted in the total value of all of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equalling \$500,000 or more (excluding GST).

CB23A.2 Where clause CB23A.1 applies, the Grantee must be, or become, incorporated:

- (a) if the Grantee is an Indigenous Organisation – under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); or
- (b) if the Grantee is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).

CB23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

CB23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause 23A, it must remain so incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.

CB24 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.

CB25 Employees subject to SACS Decision

Not applicable

CB26 Program Interoperability with National Disability Insurance Scheme

Not applicable

CB27 Rollover of Surplus and Uncommitted Funds

CB27.1 In this Agreement:

Surplus and Uncommitted Funds Means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

CB27.4 Unless otherwise agreed by the Commonwealth, the Grantee must only use Surplus and Uncommitted Funds (and must not use any Funding provided under this Agreement) for payments of liabilities which were:

- i) accrued during the term of the Previous Agreement; and
- ii) legally committed for expenditure in accordance with the Previous Agreement.

CB27.5 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

CB27.6 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB28 Secret and Sacred Indigenous Material

Not applicable

CB29 Review of Eligible Clients

CB29.1 The Grantee must ensure that each client is an Eligible Client prior to providing free rural financial counselling to that particular client.

CB29.2 The Grantee agrees to review the eligibility of all Eligible Clients at least once a financial year.

CB29.3 If an Eligible Client is still in receipt of free rural financial counselling from the Grantee after three consecutive years of case management, the Grantee must ensure the Board reviews the eligibility of that client and their progression under case management in time to be included in the annual report.

CB29.4 The Grantee acknowledges and agrees:

- (a) Eligible Clients in receipt of the Farm Household Allowance may require assistance for the period which they receive that allowance, which may exceed three consecutive years; and
- (b) not to deliver the Activity to clients for longer than one year unless these clients are in the process of becoming case management clients.

CB30 Rural financial counsellors

CB.30.1 The Grantee must ensure that all rural financial counsellors commence training for the minimum qualifications set out under clause CB7.1 within six months of being engaged by the Grantee.

CB30.2 The Grantee must ensure that all rural financial counsellors attain the minimum qualifications set out in clause CB7.1 within two years of the rural financial counsellor's engagement by the Grantee.

CB30.3 The Grantee agrees to the supervision of each rural financial counsellor, by someone who has completed the minimum qualifications set out in clause CB7.1, until each rural financial counsellor has attained the minimum qualifications set out in clause CB7.1. The Commonwealth may review a rural financial counsellor's qualification at any time.

CB30.4 If a rural financial counsellor has been engaged by the Grantee for more than two consecutive years, and has not attained the minimum qualification as set out in clause CB7.1, the Grantee must not allow that individual to provide rural financial counselling.

CB30.5 The Grantee must provide ongoing workforce learning and development to ensure that rural financial counsellors and support staff have long-term capability to support Eligible Clients.

CB30.6 The Grantee must undertake performance reviews of rural financial counsellors to ensure that the provision of rural financial counselling services are of an appropriate quality and standard to meet the department's performance expectations as detailed in the Monitoring, Evaluation and Assurance Framework.

CB31 Mobility and flexibility of rural financial counsellors

CB31.1 The Commonwealth may request the Grantee to:

- (a) deploy a rural financial counsellor in a particular geographical location, in or outside the Predefined Service Region; and/or
- (b) change the number of rural financial counsellors the Grantee deploys in a particular Predefined Service Region(s)

CB31.2 Upon such request by the Commonwealth, the Grantee must use its best endeavours to comply with the request. The Commonwealth will consult the Grantee prior to making this request.

CB31.3 If the Grantee is unable to comply with the request under clause CB31.1, the Grantee acknowledges and agrees to propose an alternative arrangement satisfactory to the Commonwealth.

CB31.4 The Grantee must ensure that all rural financial counsellors and personnel performing work in relation to the Activity, are engaged in a manner that enables it to meet this clause CB31.

CB32 Case management and client engagement

CB32.1 The Grantee must have comprehensive case management and client engagement approaches, and apply these consistently throughout the Activity period.

CB32.2 The Grantee must provide to any client applying for rural financial counselling services, a client services agreement as part of the client induction process.

CB32.3 The Commonwealth will provide the Grantee with the contents of the client services agreement, from time to time. The Grantee agrees to use the contents provided by the Commonwealth in the client services agreement.

CB33 Data Collection

CB33.1 The Grantee must collect and report de-identified client data to the Commonwealth in a form specified by the Commonwealth from time to time.

CB33.2 The Grantee must use its own customer records management (CRM) system for internal record keeping and monitoring purposes.

CB34 Board skills, knowledge, qualifications and remuneration

CB34.1 The Grantee must ensure:

- (a) all Board members are selected through a merit selection process;
- (b) all Board members will have a maximum tenure period as determined by the Grantee; and
- (c) a succession plan will be in place for all Board members.

CB34.2 The Grantee must:

- (a) not spend in excess of than \$65,000 (GST exclusive) per financial year of Grants on Board costs, unless otherwise agreed in writing by the Commonwealth; and
- (b) remunerate the chair of the Board and Board members for their directorship, in accordance with the Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination 2020 (Determination). Part 2, section 12 of the Determination sets the rate at \$556 per day for the chair and \$418 per day for members. The Remuneration Tribunal (Official Travel) Determination 2019 sets Tier 2 as the relevant travel allowance for chairs and board members.

CB35 Generic Financial Advice

CB35.1 The Grantee acknowledges that the Australian Securities and Investments Commission (ASIC) issues licensing exemptions¹ for financial counselling agencies providing financial product advice and credit assistance in the course of providing financial counselling.

CB35.2 The Grantee must only provide advice on generic types or categories of products covered by these instruments and not provide advice on specific (branded) products.

CB35.3 The Grantee acknowledges that it is not required to provide advice on financial products or credit assistance. In the event, the Grantee provides advice on financial products or credit assistance, it must ensure rural financial counsellors providing this advice and assistance are appropriately trained as set out in the relevant instruments in order to benefit from the licensing exemptions set out at CB35.1.

CB36 Audit

CB36.1 The Commonwealth may at any time request the Grantee to provide an independent auditor's report verifying that the Funding and Other Contributions (where applicable) have been spent in accordance with this Deed.

CB36.2 Notwithstanding any other provision of this Agreement, the Grantee agrees to participate in audits for any Commonwealth Purposes. This may be in respect of case management and client engagement approaches, and may also include but is not limited to a review of systems, processes and strategies in place to support consistent implementation of case management and client engagement approaches, and spot checks on de-identified client case files and client data.

¹ These exemptions are known as ASIC Corporations (Financial Counselling Agencies) Instrument 2017/792 and ASIC Credit (Financial Counselling Agencies) Instrument 2017/793, respectively (see ASIC website). These instruments set out the financial products advice and credit assistance that can be provided under these licensing exemptions and the requirements that must be met in the provision of such advice/assistance.

CB36.3 The Grantee must provide information as requested by the Commonwealth to support any such audit.

CB37 Suspension and reduction

CB37.1 Without limiting any other right or remedy of the Commonwealth, the Commonwealth may suspend or reduce payment of the whole or a part of the Funds until the Grantee has performed its obligations under this Grant Agreement, including but not limited to delivering reports and achieving milestones.

CB37.2 The Commonwealth may suspend or reduce payment of the whole or a part of the Funds until the Grantee has reduced the surplus of Funds it holds from previous payments of Funds under this Grant Agreement.

CB37.3 Despite any suspension or reduction, the Grantee must continue to perform its obligations under this Grant Agreement.

SAMPLE