



Australian Government

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

the Drought Minister

and

[insert Grantee]

Contents

Grant Agreement for the Future Drought Fund: Drought Resilience Adoption and Innovation Hubs.....4

Parties to this Agreement4

 The Grantee4

 The Commonwealth.....4

Background4

Scope of this Agreement.....4

Grant Details for the Future Drought Fund: Drought Resilience Adoption and Innovation Hubs .6

A. Purpose of the Grant6

B. Activity6

C. Duration of the Grant12

D. Payment of the Grant15

E. Reporting.....16

F. Party representatives and address for notices18

G. Activity Material18

Supplementary Terms from Clause Bank19

 CB1. Other Contributions.....19

 CB2. Activity Budget.....19

 CB3. Intellectual property in Activity Material20

 CB3A Departure from the Knowledge Sharing Requirement in Item B of the Grant Details for specific Activity research, data, outcomes or outputs21

 CB4. Access/Monitoring/Inspection.....22

 CB5. Assets22

 CB6. Specified Personnel23

 CB7. Relevant qualifications, licences, permits, approvals or skills.....23

 CB8. Vulnerable Persons23

 CB9. Child safety25

 CB10. Commonwealth Material, facilities and assistance26

 CB11. Jurisdiction26

 [Note to Applicants: Clause 12 will only be included if the Grantee is the trustee of a trust]26

 CB12. Grantee trustee of Trust26

 CB13. Fraud26

 CB14. Prohibited dealings27

 CB15. Anti-corruption27

 CB16. Step-in rights.....27

 CB17. Grant Administrator.....28

CB18. Management Adviser.....	28
CB19. Indemnities	28
CB20. Compliance with Legislation and policies	28
CB21. Work health and safety	29
CB22. Transition	29
CB23. Corporate governance	29
CB23A. Incorporation requirement	30
CB24. Counterparts.....	30
CB25. Employees subject to SACS Decision	30
CB26. Program interoperability with National Disability Insurance Scheme	30
CB27. Rollover of surplus and uncommitted funds	30
CB28. Secret and Sacred Indigenous Material.....	30
CB29. Repayment of Grant Funds.....	31

Signatures 33

[Note to Applicants: An alternative signature block may be required depending on the legal status of the Grantee]..... 33

Schedule 1: Commonwealth Standard Grant Conditions..... 34

Attachment A – Minimum Terms that must be included in each Subcontract.....	43
Attachment B – Hub arrangements.....	47
Attachment C – The Hub’s RDEA&C activities.....	48

Grant Agreement for the Future Drought Fund: Drought Resilience Adoption and Innovation Hubs

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

The Commonwealth

The Commonwealth of Australia represented by the Drought Minister, as defined in section 5 of the *Future Drought Fund Act 2019* (Cth), ABN 34 190 894 983

Background

The Commonwealth enters into this Agreement in accordance with section 22(5) of the *Future Drought Act 2019* (Cth). Under this Agreement, 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.

SAMPLE

Grant Details for the Future Drought Fund: Drought Resilience Adoption and Innovation Hubs

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 Drought Resilience Adoption and Innovation Hubs Program (the **Program**) and contributes to Outcome 3 in the Department of Agriculture, Water and the Environment's Portfolio Budget Statements.

The objective of the Grant is to invest in collaborative research, development, extension, adoption and commercialisation (**RDEA&C**) activities aimed at helping primary producers and rural and regional communities to become more prepared for, and resilient to, future droughts. This involves:

- cross-sectoral innovative and transformative RDEA&C
- a focus on the needs of end users, involving them in the co-design and adoption phases of research & development
- the delivery of effective communication of new and existing knowledge and technologies and
- co-investment in national drought resilience RDEA&C priorities with collaboration and co-design between governments, primary producers, community groups, research and training providers.

The Grant outcomes are: the establishment of eight regionally-focused Drought Resilience Adoption and Innovation Hubs (**Hubs**) covering major climatic and agricultural zones across Australia that facilitate transformational change through co-design of RDEA&C activities by bringing together relevant stakeholders to enable user-centred innovation, research and adoption.

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

B. Activity

The Activity requires the Grantee to establish, implement and manage the delivery of Hub activities as described in this Item B across the **[Insert name of relevant Hub region]** region (**Hub Region**) and may use subcontractors, and may also include other Hub participants, when doing so.

The Grantee must enter into a legally binding agreement with each subcontractor in the Grantee's own name (and not as the Commonwealth's agent) that gives effect to, and is consistent with the, the Grantee's obligations under this Agreement. The Commonwealth may ask to view these legally binding agreements at any stage during the Activity.

In this Agreement 'subcontractor' means:

- any member of the Grantee's consortium who is approved by the Commonwealth under this Agreement to assist the Grantee perform the Activity (**Hub Members**). At the start of the Activity the Hub Members are:
 - [Insert legal name and ABN or ACN of each Hub Member that is part of the Grantee's application as negotiated with and approved by the Commonwealth]
- any other third party (**Network Partner**) who:
 - receives a Grant amount to perform a project, and/or
 - is required to provide any Other Contributions, or any other in-kind or financial contribution greater than \$30,000),

as part of the Activity (**Hub Project**) in accordance with this Agreement.

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

Hub activities

The Grantee is responsible for it, the Hub Members and Network Partners delivering the following Hub activities to improve drought resilience in the Hub Region:

- The establishment, management and delivery of the Hub including developing and implementing appropriate governance and administration arrangements for the Hub, managing relationships with all of the Hub's stakeholders and ensuring that the Hub maintains a significant physical presence in the Hub Region including [Insert agreed physical presence requirements from the Hub application here]. The Hub is also required to implement and maintain appropriate policies consistent with Commonwealth standards on probity, reporting, conflicts of interest and treatment of personal information under the Privacy Act as well as the sharing of information and commercialisation that are consistent with, and give effect to, the requirements of this Agreement. The detailed arrangements for the establishment of the Hub, and its operating structure, are set out in **Attachment B** to this Agreement.
- The Hub's development and implementation of an RDEA&C strategy (**Drought Resilience Innovation Strategy**) for the Region, building on the draft RDEA&C Plan for the Hub in the Grantee's Program application, and the Hub's conduct and planning of co-designed, collaborative and demand-driven RDEA&C activities based on pre-existing research¹ (including for other Fund programs) that effects transformational change in the Hub Region and achieves user-centred innovation, research and adoption outcomes that are relevant, useful and used. The Hub must do this by working with stakeholders including farmers, researchers, local entrepreneurs, Indigenous groups, Natural Resource Management (NRM) practitioners, and industry and community groups. The Drought Resilience Innovation Strategy should outline collaborations with research providers and/or plans to access funding from sources other than the Grant for the Activity. The Grantee must provide the Drought Resilience Innovation Strategy to the Commonwealth for its approval within the first three months of the Activity, and update the Strategy annually as needed. The Commonwealth may require the Grantee to make changes to the Drought Resilience Innovation Strategy, and each annual update, before it approves it. The Drought Resilience Innovation Strategy, and any update to it, takes effect only once it has been approved by the Commonwealth.
- The Hub's development and implementation of a strategy (**Communications, Extension and Adoption Strategy**) detailing how the Hub will communicate and share research outcomes relevant to the Region to end users in the Region. The Grantee must provide the Communications, Extension and Adoption Strategy to

¹ As opposed to conducting 'fundamental research', which is new scientific research with the aim of improving scientific theories for better understanding and prediction in natural or other phenomena. Fundamental research may be funded under the Program's Innovation Grants, which are separate to this Grant.

the Commonwealth for its approval in the first three months of the Activity, and update the Strategy annually as needed. The Commonwealth may require the Grantee to make changes to the Communications, Extension and Adoption Strategy, and each annual update, before it approves it. The Communications, Extension and Adoption Strategy, and any update to it, takes effect only once it has been approved by the Commonwealth. The Grantee must notify the Commonwealth of any media request for comment regarding the Activity or any significant or high profile Hub or other events relating to the Grant and provide an opportunity for the Drought Minister or their representative to attend the event. All of the Hubs' communication strategies will be brought together by the Department to form an overall Program strategy that will seek to coordinate, integrate and synthesise all of the Program activities.

- The Hub's development and implementation of a more detailed Activity Work Plan and Budget for the entire Activity that is co-designed with a wide range of relevant stakeholders in the Region and is consistent with this Agreement (including the Activity in this Item B, the Budget in clause CB2 and the Activity projects in **Attachment C**). The Grantee must provide the Activity Work Plan and Budget to the Commonwealth for its approval. The Grantee must ensure that the Hub conducts an annual review of the Activity Work Plan and Budget and provide the reviewed document to the Commonwealth for its approval. The Commonwealth will require information about any Activity projects in previous Activity Work Plans that have not been completed as outlined in the previous Activity Work Plan. The Commonwealth may require the Grantee to make changes to this detailed Activity Work Plan and Budget, and any reviewed and revised version of it, before it approves it. The Activity Work Plan, and any update to it, takes effect only once it has been approved by the Commonwealth.
- The Hub's development and maintenance of a risk management plan (**Risk Assessment and Management Plan**) for the Activity, which builds on the draft risk management plan for the Hub in the Grantee's Program application and which the Grantee must provide, within the first three months of the Activity, to the Commonwealth for its approval and update it annually as needed. The Commonwealth may require the Grantee to make changes to this plan before it approves it. The Risk Assessment and Management Plan, and any update to it, takes effect only once it has been approved by the Commonwealth.
- The development and implementation of a monitoring, evaluation and learning (**MEL**) plan (**MEL Plan**) for all Hub activities. The Grantee must provide this to the Commonwealth for its approval within the first three months of the Activity. The MEL Plan must contain objectives, KPIs and success measures for the Activity. The Commonwealth may require the Grantee to make changes to the MEL Plan before it approves it. The MEL Plan and any updates to it takes effect only once it has been approved by the Commonwealth
- If by 30 September 2021 the Commonwealth considers that the Drought Resilience Innovation Strategy; the Communications, Extension and Adoption Strategy, the Risk Assessment and Management Plan, the Activity Work Plan and Budget or the MEL and Data Capture Plan are materially inadequate and cannot be approved by the Commonwealth, it may take action under clause 2 or 19 of this Agreement.
- Working with the Department, the Hub's deliver, shaping and analysis of drought resilience indicators. The Hub must help to define what drought resilience success looks like in its Region, specify high level metrics, establish baseline data and develop case studies to indicate progress towards drought resilience in its Region. Working with the Department, the Hub's identification of data, information and metrics that the Hub must provide and obtain to measure drought resilience trends in the Hub's region, and support an evaluation of the all the Future Drought Fund programs' (including the Hub Projects') in accordance with the Fund's MEL Framework. These actions must be agreed with the Department within the first three months of the Activity. Baseline data must be collected by the Hub by 31 January 2022. This information and data will be used in the legislative review of the Fund by the Productivity Commission in 2022-23 which will consider the economic, environmental and social outcomes of the Program. Active participation by the Hub in a workshop hosted by the Department to support development of these regional drought resilience indicators and metrics.

- The Hub's provision of a 'shopfront' for RDEA&C support for the Region, enabling stakeholders throughout the Region to share information and resources, and test and access innovative ideas, techniques and technology and to improve their capabilities and create jobs.
- The Hub's delivery of the specific RDEA&C activities specified in **Attachment C**. If the Activity involves the Hub running a selection process of any kind as part of the Activity, it must do so in accordance with all applicable requirements of the *Commonwealth Grants Rules and Guidelines*². This includes, but is not limited to, using an open and competitive, merit-based process that achieves value for money and applying relevant probity principles to ensure all potential and actual applicants are treated fairly and equitably.
- The Hub's liaison with the Commonwealth and other Hubs established under the Program including:
 - to develop the Hub's Drought Resilience Innovation Strategy and MEL Plan
 - about planned RDEA&C activities, research, data, outcomes and outputs, knowledge brokering, communications and to collaborate and identify opportunities to synthesise research and
 - to assist in the development and delivery of national RDEA&C priorities. This will include contributing to the development and updates to the Drought Resilience Research and Adoption Investment Plan and delivering Activities to address identified priorities.
- The Hub's effective consultation with Indigenous groups in the Region and incorporation of Indigenous RDEA&C needs, and Indigenous participation, in the Hub's plans and activities.
- The Hub's effective participation and contribution to the Commonwealth's development of a plan (**Drought Resilience Research and Adoption Investment Plan**) to identify Australia's highest national drought RDEA&C priorities.
- The Hub's active participation in the preparation and delivery of, including presenting at, the Commonwealth's Science to Practice Forum. This Forum will bring together Program participants, synthesise research outcomes, inform practice and policy, and facilitate discussion on RDEA&C gaps and priorities.
- The Hub's capture and sharing of knowledge resulting from the Activity. Except to the extent the Commonwealth specifically agrees otherwise in writing in respect of a particular Activity project (CB3A refers), the Grantee must ensure that all of the Activity's RDEA&C research, data, outcomes and outputs (including those developed by the Grantee, the Hub Members and Network Partners through the agreed Hub Activities) are made publicly and freely available before the Activity Completion Date:
 - on the internet and in appropriate Australian national research repositories, digital systems and decision-support tools and
 - under the latest version of the Creative Commons Attribution licence (CC BY licence).

The above requirement is additional to clause 17 of this Agreement.

Clause CB3A sets out the process that the Grantee must use to seek the Commonwealth's specific agreement to depart from these arrangements in respect of any part of the Activity or its research, data, outcomes and/or outputs. If, and to the extent that, the Commonwealth specifically agrees in writing to such a departure, the Grantee must comply, and ensure the Hub Members and Network Partners comply, with any conditions that the Commonwealth attaches to the provision of its agreement.

The Grantee must advise the Commonwealth within 15 Business Days after the publication of any Activity RDEA&C research, data, outcomes, or outputs.

² At the Activity Start Date, these are available [here](#).

- Engagement or employment of an individual to be the key point of contact and the Hub's specialist Knowledge Broker to assist the Hub:
 - refine and define the questions that need answering by science
 - identify key Hub actions required to translate science and research, data, outcomes, or outputs into practice
 - facilitate connection, and the sharing of information, between the Hub and other Program hubs and Fund programs
 - communicate the Hub's RDEA&C research, data, outcomes, and outputs that address the Region's knowledge priorities and can be easily understood by the Region's relevant stakeholders
 - respond to requests from the Drought Minister or Department to provide advice and/or information about the Activity and
 - participate in regular meetings with the Department and the Knowledge Brokers from all Hubs.
- Engagement or employment of an individual as the Hub Director to provide Hub leadership and proactively and effectively engage in the Hub activities. The Grantee must ensure that the Hub Director implements the Hub's strategic direction and oversees the Hub's community engagement, knowledge brokering, communications, administration, MEL, performance reporting and participates in the Hub's governance structure.
- If the Hub Director or Knowledge Broker becomes unable to undertake his or her role for a period of two months or more for any reason, the Grantee must appoint a replacement Hub Director or Knowledge Broker who is acceptable to the Commonwealth within any timeframe specified by the Commonwealth, otherwise the Commonwealth may withhold one or more Grant payments and/or terminate this Agreement.
- The Grantee's management of each subcontract in accordance with this Agreement including by:
 - only making Grant payments to a subcontractor in accordance with the terms of the subcontract
 - liaising with subcontractors as required
 - tracking and monitoring the progress and performance of the Activity and each Hub Project, including the submission of all reports, in accordance with the subcontract
 - promptly advising the Commonwealth if any part of the Activity or a Hub 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 the Activity or a Hub Project
 - taking reasonable action to enforce its rights, and its subcontractors' obligations, under all of its Activity subcontracts including suspending a Grant payment until the subcontractor has complied with its subcontract or terminating the subcontract.

The Grantee is required to perform the Activity in a way that addresses the specific needs of the Hub Region and in accordance with the Program Guidelines.

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

The Grantee must only use the Grant to conduct activities that fall within the terms of s 21 of the *Future Drought Fund Act 2019* and are consistent with the Drought Resilience Funding Plan 2020-24³. The Grantee must also ensure that all such activities are directed at implementing Australia's international obligations listed in s 26 of the *Future Drought Fund Act 2019*.

³ Available [here](#).

MEL Activities and MEL Reports

During the period 1 March 2021 to 30 June 2025 the Grantee is required to ensure that the Grantee, the Hub Members and the Network Partners undertake the following activities (**MEL Activities**):

- Attend a workshop convened and supported by the Department to prepare a MEL Plan for the Activity, and to identify and plan for the collection of indicators of drought resilience in the Hub's Region – see below. (May 2021)
- Submit a MEL and Data Capture Plan for the entire Activity which is agreed to by the Commonwealth (1 June 2021). This plan must focus on outcomes, evidence of change and learnings arising from the operation of the Hub. This MEL and data capture plan will cover the operations of the Hub itself and its delivery of the activities in the Activity Work Plan, and the contribution of those Hub activities towards wider change (measured as progress against the strategies and Regional data). This plan will be linked to the Hub's Drought Resilience Innovation Strategy, Communications, Extension and Adoption Strategy, Risk Assessment and Management Plan, Activity Work Plan and Budget and regional drought resilience characteristics. (June 2021). Use the learnings from the MEL and data capture plan will also be used to update the Hub's Drought Resilience Innovation Strategy, Communications, Extension and Adoption Strategy Risk Assessment and Management Plan and the Activity Work Plan (as needed).
- Contribute to the development of MEL and data capture plans for regional drought resilience. The work in developing these plans will be supported by the Department. (June 2021 and as those FDF programs developed)
- Collect Regional baseline drought resilience data and provision of that data to the Department by January 2022.
- Undertake subsequent MEL and data collection (Activity Schedule refers)

The Grantee must provide MEL Reports to the Commonwealth in accordance with Items C and E below.

Specific Grant acknowledgement requirements

For the purpose of clause 3 of Schedule 1, the Grantee must when promoting the Activity acknowledge the Grant in accordance with the Program's Branding Guidelines and by making the following public statement about the Activity:

'The Drought Resilience Adoption and Innovation Hubs 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 – 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 [insert % or amount] of the Grant amount is spent (across it and all its Hub Members and Hub Partners) on the administration of the Activity (including but not limited to the design, administration and promotion of the Hub) in accordance with the Activity Budget.

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

- any costs incurred prior to the Activity start date, or after the Activity Completion Date, specified in this Agreement
- general ongoing operational and administration expenses such as electricity, phone and rent
- work that duplicates other research activities
- purchase or acquisition of land or buildings
- major construction and capital expenditure
- purchase of vehicles
- payments to persons outside of Australia or for activities outside of Australia or involving overseas travel
- activities funded by other Commonwealth, state, territory or local government bodies
- fundamental research⁴
- activities involving policy advocacy
- litigation
- the conduct of the monitoring, evaluation and learning activities (**MEL Activities**) during the period 1 July 2024 to 30 June 2025 and preparation of the **MEL Reports** or
- any other activities or costs that are not directly related to the performance of the Activity in accordance with this Agreement.

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 to the Grantee as required by this Agreement ,

as and when required under clause CB29 and Attachment A. Clause CB29 allows Grant funds that have been repaid to the Grantee to be used for another Activity purpose in certain circumstances.

Other Contributions – cash and in-kind - for the Activity

The Grantee must provide or obtain the Other Contributions and use them for the Activity in accordance with clause CB1. The Grantee must ensure it and the Hub Members and Hub Partners spend the Grant and the Other Contributions on a matching dollar for dollar basis. The Grantee may not use the Grant to pay for any Other Contributions that are in-kind contributions.

While the Other Contributions may not include funding from Commonwealth sources, the Grantee may obtain and use funding from other sources (including other Commonwealth sources) for the Activity in addition to the Other Contributions specified in clause CB1.

All Activity funded through the Grant and Other Contributions will be additional and won't be used to pay for activity that is already funded.

C. Duration of the Grant

The Activity starts on **[Insert e.g. 1 March 2021]**.

The Activity (other than the conduct of the MEL Activities and the provision of the final reports (including the final MEL Report)) ends on 30 June 2024 which is the **Activity Completion Date**.

⁴ See footnote 1.

The Agreement ends when the Grantee has provided, and the Commonwealth has accepted, all of the reports (including the final MEL Report)) 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 Hub proposal]

Activity Schedule	
Milestone	Due Date
<i>Active participation and contribution to the Commonwealth's development of the Drought Resilience Adoption and Innovation Hubs Program's "Drought Resilience Research and Adoption Investment Plan" (coordinated by the Department).</i>	<i>1 April – 30 June 2021</i>
<i>Quarterly meetings between the Department and Knowledge Brokers to support learning and sharing among the Hubs and connection to National priorities.</i>	<i>Quarterly meetings commencing on 12 April 2021 and every 3 months thereafter</i>
<i>Attend and present at the Commonwealth's Drought Resilience Science to Practice Forum.</i> <i>Actively participate in a workshop convened and supported by the Department to prepare a MEL Plan for the Activity, and to identify and plan to for the collection of indicators of drought resilience in the Hub's Region</i>	<i>May 2021</i>
<i>Provision of the following Activity documents referred to in Item B of the Grant Details for the Commonwealth's approval:</i> <ul style="list-style-type: none"> <i>the Drought Resilience Innovation Strategy,</i> <i>the Communications, Extension and Adoption Strategy,</i> <i>the Risk Assessment and Management Plan, and</i> <i>the detailed Activity Work Plan and Budget for the entire Activity</i> <i>Commonwealth agreement obtained for the Hub's MEL and Data Capture Plan for the Activity as required by Item B and which includes indicators of drought resilience to measure changes in drought resilience in the Hub's Region.</i>	<i>1 June 2021</i>
<i>Provision of first progress report for the period 1 March to 30 June 2021</i>	<i>31 July 2021</i>
<i>Provision of second progress report for the period 1 July to 31 December 2021</i> <i>Collection and provision of regional baseline drought resilience data for the Region</i>	<i>31 January 2022</i>

<p><i>Provision of third progress report for the period 1 January to 30 June 2022.</i></p> <p><i>Provision of any updates to the following plans (as needed) for the Commonwealth's approval:</i></p> <ul style="list-style-type: none"> <i>the Drought Resilience Innovation Strategy,</i> <i>the Communications, Extension and Adoption Strategy,</i> <i>the Risk Assessment and Management Plan, and</i> <i>the detailed Activity Work Plan and Budget for the entire Activity</i> 	31 July 2022
<i>Provision of first MEL report for the period 1 July 2021 to 30 June 2022</i>	18 August 2022
<i>Provision of audited financial report for the period from the Activity start date to 30 June 2022</i>	31 August 2022
<p><i>Provision of fourth progress report for the period 1 July to 31 December 2022</i></p> <p><i>Provision of second MEL report for the period 1 July 2022 to 30 June 2023</i></p> <p><i>Collection and provision of regional baseline drought resilience data for the Region</i></p> <p><i>Provision of data and information to be used in the legislative review of the Fund by the Productivity Commission in 2022-23 to enable it to consider the economic, environmental and social outcomes of the FDF programs.</i></p>	31 January 2023
<p><i>Provision of fifth progress report for the period 1 January to 30 June 2023</i></p> <p><i>Provision of any updates to the following plans (as needed) for the Commonwealth's approval:</i></p> <ul style="list-style-type: none"> <i>the Drought Resilience Innovation Strategy,</i> <i>the Communications, Extension and Adoption Strategy,</i> <i>the Risk Assessment and Management Plan, and</i> <i>the detailed Activity Work Plan and Budget for the entire Activity</i> 	31 July 2023
<p><i>Provision of sixth progress report for the period 1 July to 31 December 2023</i></p> <p><i>Provision of third MEL report for the period 1 July 2023 to 30 June 2024</i></p> <p><i>Collection and provision of regional baseline drought resilience data for the Region</i></p>	31 January 2024
<i>Completion of all Hub Projects</i>	30 June 2024

Provision of seventh and final progress report for the period 1 January to 30 June 2024	31 July 2024
Repayment by subcontractors of all Grant monies not spent in accordance with this Agreement and the relevant subcontract. Repayment by Grantee of all Grant monies not spent in accordance with this Agreement to the Commonwealth. Provision of audited financial report for the period from 1 July 2022 to 30 June 2024	31 August 2024
Provision of final MEL report for the period 1 March 2021 to 30 June 2024 The final progress report must discuss the data, information and metrics measuring drought resilience trends for the Region, and changes in trends in regional drought resilience.	30 June 2025

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 and must be used for the Activity in accordance with the Agreement.

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 Hub proposal]

Table 1 – Hub administration by Grantee, Hub Members and Hub Partners

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Total Amount				

Table 2 – Hub projects including project administration

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Total Amount				

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, MEL 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 for the Commonwealth's acceptance at the times specified in Item C or this Item E in accordance with the following:

1. The Grantee is required to provide progress reports regarding:
 - the Activity (including all Hub activities and milestones undertaken by the Grantee, Hub Members and Hub Partners), including against the outcomes in the MEL Plan, and
 - the receipt and expenditure of the Grant, Other Contributions and any other Activity contributions by the Grantee, Hub Members and Hub Partners,

at the times specified in Item C and in a form, and containing the information, specified by the Commonwealth.

The fifth progress report due on 31 July 2023 must contain a financial statement certified by the Hub Director showing the Grantee's and each Hub Member's receipt and expenditure of the Grant, Other Contributions and any other Activity contributions to date. This financial statement should also state:

- the amount of the Grant, Other Contributions and any other Activity contributions paid by the Grantee to the Hub Members and Network Partners that has been fully acquitted by them; and
- the amount of the Grant, Other Contributions and any other Activity contributions that is due to be repaid to the Grantee by Hub Members and Network Partners 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 repayments.

In addition, the final progress report must discuss the extent to which, and how, the Activity outcomes have been achieved by the Hub and provide relevant supporting evidence including KPIs and success measures of the Activity as part of the MEL reporting. The final progress report must also include any other information

about 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.

The final progress report must also discuss the data, information and metrics measuring drought resilience trends for the Region, and improvements in regional baseline indicators of drought resilience.

2. In addition, if a significant risk arises in relation to the performance of the Activity, the Grantee is required to provide a short 'Exception Report' within 20 Business Days after the risk arises that explains the risk, the associated implementation issues and mitigation strategies. The Grantee is then required to update this Exception Report every three months.
3. The Grantee is also required to provide audited financial statements showing the Grantee's and each Hub Member's receipt and expenditure of the Grant, Other Contributions and any other Activity contributions by the following dates for the following periods:
 - a. by 31 August 2022 for the period from the Activity start date to 30 June 2022; and
 - b. by 31 August 2024 for the period from 1 July 2022 to 30 June 2024.

Each audited financial statement should specify:

- the amount of the Grant, Other Contributions and any other Activity contributions paid to the Hub Members and Network Partners that has been fully acquitted by them; and
- the amount of the Grant, Other Contributions and any other Activity contributions that is due to be repaid to the Grantee by Hub Members and Network Partners 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 repayments.

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

The financial statements should not include any funding that the Grantee or a Hub Member receives under a separate grant agreement (e.g. under a separate Innovation Grant).

4. The Grantee must also provide each Hub Members and Network Partner's final report regarding the performance and outcomes of, and expenditure and use of the Grant, Other Contributions and any other Activity contributions for, its Hub Project (**Hub Project Report**) to the Commonwealth.
5. The Grantee must also provide MEL Reports on the outcomes of the Activity against the MEL Plan and the Fund's MEL Framework to the Commonwealth by the date specified in Item C in a form, and containing the information, specified by the Commonwealth.
6. Throughout the Activity, the Commonwealth may also conduct site visits and require the Grantee to provide ad-hoc reports regarding the performance of the Agreement or the expenditure and use of the Grant, the Other Contributions and any other Activity contributions. 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	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
Fax	
E-mail	
Alternative contact	

Commonwealth representative and address

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

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
Each Activity Work Plan and Budget
Communications, Extension and Adoption Strategy
Risk Assessment and Management Plan
The MEL and Data Capture Plan for the Activity and indicators representative of the Region's drought resilience
Drought Resilience Innovation Strategy

Supplementary Terms from Clause Bank

[Note to Applicants: The Grantee is required to provide or obtain financial (i.e. cash) or in-kind (i.e. non-cash) contributions that equal or exceed the total Grant amount. The Other Contributions specified in this Item CB1 may not be paid for from the Grant or any another Commonwealth government source.]

CB1. Other Contributions

CB1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant that are set out in the table or in the Activity Budget below:

Contributor	Nature of Contribution	Amount/Value (GST [incl/excl])	Timing
<i>[insert Grantee or name of third party providing the Other Contribution]</i>	<i>[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</i>	<i>[\$[insert amount]]</i>	<i>[insert date or Milestone to which the Other Contribution relates]</i>
		\$	

CB1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions in clause CB1.1 in accordance with the requirements of this Agreement. Where the Other Contributions are to be provided by a third party, including a Hub Member or Network Partner, the requirement to provide those Other Contributions must be set out in the Grantee's legally binding subcontract with that third party.

CB1.3 If any of 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.

CB2. Activity Budget

CB2.1 The Grantee agrees to use the Grant, any Other Contributions or other Activity contributions, and undertake the Activity, consistently with the Activity Budget below. The Grantee's Activity Work Plan and Budget sets out further information about the Activity Budget and must be consistent with this Item CB2. The Activity Work Plan and Budget must include the receipt and expenditure of any interest that is earned on the Grant or Other Contributions by the Grantee or a Hub Member.

Hub administration – a maximum of **[% or amount from Item D]**

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])
<i>[insert expenditure item e.g. staff FTE, travel, etc]</i>	<i>[insert description of the expenditure item]</i>	<i>[insert amount of Grant contributed to this budget item]</i>	<i>[insert amount of Grantees own funds contributed to this budget item]</i>	<i>[insert amount of other sources of funding contributed to this budget item]</i>	<i>[insert total amount cost of the budget item]</i>

Hub Project

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])

Hub Project

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])

CB3. Intellectual property in Activity Material

CB3.1 The Grantee agrees to provide the Commonwealth with a copy of any Activity Material, in the format reasonably requested by the Commonwealth.

CB3.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

CB3.3 In addition to and without limiting the Knowledge Sharing Requirement, the Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, world-wide, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activities' research, data, outcomes and/or outputs as specified in the Grant Details for Commonwealth Purposes. This includes a right for the Commonwealth to licence the Activity Material specified in the Grant Details to the public under a Creative Commons Attribution licence (CC BY licence).

CB3.4 The Grantee warrants that the provision of Activity's research, data, outcomes and/or outputs 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.

CB3.5 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 research, data, outcomes and/or outputs specified in the Grant Details, to the use of that Material in accordance with and for the purpose of reporting on or disseminating findings resulting from this Agreement, prior to that Material being provided to the Commonwealth.

CB3A Departure from the Knowledge Sharing Requirement in Item B of the Grant Details for specific Activity research, data, outcomes or outputs

CB3A.1 The Grantee may request the Commonwealth's specific written agreement for the Grantee, a Hub Member or Network Partner to depart from the Knowledge Sharing Requirement in Item B of the Grant Details in respect of a particular Activity project and any of its research, data, outcomes and/or outputs (**Proposed Exclusion**). The Grantee may do this by providing a written request to the Commonwealth's representative in accordance with clause 4 and in the form, and containing the information, notified by the Commonwealth to the Grantee. If no such form has been notified by the Commonwealth to the Grantee, the Grantee must ensure that its written request contains, at a minimum, the following information:

- (a) details of the content, nature and extent of the Proposed Exclusion and the Activity project to which it relates;
- (b) the Grantee, Hub Members and/or Network Partners that are involved in the delivery of that Activity project and how each will benefit from the Proposed Exclusion;
- (c) the expected timeframe and completion date for that Activity project and the Proposed Exclusion;
- (d) the total Grant funds that have been or will be allocated to that Activity project and the Proposed Exclusion;
- (e) details of any Other Contributions, and any other Activity contributions, that have been or will be provided for that Activity project and the Proposed Exclusion;
- (f) the extent to which, and detailed reasons why, the Proposed Exclusion is considered necessary for maximising public good outcomes;
- (g) the implications of the Proposed Exclusion for the rest of the Activity including its other projects, research, data, outcomes and outputs, as well as the achievement of the Program objectives; and
- (h) any other information about the Proposed Exclusion that the Commonwealth notifies it requires.

CB3A.2 The Commonwealth will consider a request submitted in accordance with clause CB3A.1 and may meet with the Grantee to discuss, or request further information to clarify, the request. The Commonwealth, at its discretion, may not agree to the request or may agree to the request in whole or part and may attach conditions to the provision of any such agreement.

CB3A.3 The Grantee must ensure that any departure from the Knowledge Sharing Requirement only occurs in relation to a Proposed Exclusion in accordance with, and to the extent of, any specific written agreement given by the Commonwealth to that Proposed Exclusion under this clause CB3A including any conditions attached to that agreement.

CB3A.4 The Grantee must ensure that it, the Hub Members and Network Partners do not claim, or agree to treat, any part of the Activity, its research, data, outputs, outcomes or any part of a Report as its or a third party's confidential information except in accordance with, and to the extent of, any specific written agreement given by the Commonwealth under this clause CB3A.

CB3A.5 The Commonwealth may take action under this Agreement, including under clause 2 or 19, in respect of any non-compliance with this clause CB3A.

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. Assets

- CB5.1 In this Agreement:

Asset means any item of equipment or 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 to purchase any Asset for \$10,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

- (a) **[approved equipment and assets]**

- CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it has all contractual, proprietary and other rights needed to access and inspect any Asset acquired in whole or in part using the Grant that is not owned by the Grantee.

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

- (a) can be used for the purposes of the Activity;
- (b) is not encumbered or disposed of without the Commonwealth's prior written approval;
- (c) is held securely and safeguarded against theft, loss, damage, or unauthorised use;
- (d) is maintained in good working order;
- (e) is properly insured for its full replacement value; and
- (f) has all required registrations and licences that are required for the Asset.

- CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$10,000 (including GST) or more at the time of the Asset's purchase, lease or creation in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Details of the provider and amount of any Other Contributions or other contributions to the Asset	Details of the legal and any beneficial owner, and any other user, of the Asset	Total Cost	Date of acquisition	Is the Asset owned or leased?	Date disposed of	Proceeds of any sale or disposal	Undepreciated value of asset

- CB5.6 The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be 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 ensure that any Asset is transferred to the Commonwealth or a third party nominated by the Commonwealth or otherwise dealt with as directed by the Commonwealth.

CB6. Specified Personnel

- CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:
- (a) Hub Director;
 - (b) Knowledge Broker;
 - (c) [any other key positions, 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

CB7. 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 ; 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

- 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:

- (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:
(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.

CB9. 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 [here](#)) 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.

CB10. Commonwealth Material, facilities and assistance

Not used.

CB11. 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]

CB12. 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.

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 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.

CB14. Prohibited dealings

Not used

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 appoint another entity to take over the Grantee's role in the Activity and to take any step that the Commonwealth considers reasonably necessary to manage the Activity 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. This includes, but is not limited to, the Grantee novating Activity subcontracts to the Commonwealth's nominated entity as the Commonwealth requires.

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, if any, 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 used.

CB18. Management Adviser

Not used.

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 (including the Hub 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.

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
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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:

- (a) the *Future Drought Fund Act 2019* (Cth)
- (b) the *Future Drought Fund (Drought Resilience Funding Plan 2020 to 2024) Determination 2020* and
- (c) all applicable ethical codes and standards including:
 - the *National Health and Medical Research Council (NHMRC)/Australian Research Council (ARC)/Universities Australia (UA) Australian Code for the Responsible Conduct of Research* (2018)
 - *NHMRC/ARC/UA National Statement on Ethical Conduct in Human Research* (2007)
 - *Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) Guidelines for Ethical Research in Australian Indigenous Studies* (2012) and
 - all applicable codes on animal research produced by the NHMRC.

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

Not used

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 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.

CB23A. Incorporation requirement

Not used

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 used

CB26. Program interoperability with National Disability Insurance Scheme

Not used.

CB27. Rollover of surplus and uncommitted funds

Not used.

CB28. 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.

CB29. Repayment of Grant Funds

CB 29.1 The Grantee must, in relation to each subcontract with a Hub Member or Network Partner:

- (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 Grant amount that it will not pay to the intended subcontractor, or that the Grantee has recovered from a subcontractor, prior to the Activity Completion Date, the Grantee must either:

- (a) use that Grant amount for the Activity as agreed by the Commonwealth in writing; or
- (b) where the Commonwealth has not agreed to the alternate use of the Grant amount under paragraph (a), repay the Grant amount to the Commonwealth within [60] days of the Grantee becoming aware that the Grant amount will not be paid to the intended subcontractor or the Grantee's recovery of the Grant amount (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 the Grantee has 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, the Commonwealth 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 Drought Minister, as defined in section 5 of the <i>Future Drought Fund Act 2019</i> (Cth), or their delegate under section 63 of that Act ABN 34 190 894 983	
Name: (print) Position: (print) Signature and date:	
Witness Name: (print) Signature and date:	

Grantee:

[Note to Applicants: An alternative signature block may be required depending on the legal status of the Grantee]

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

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 Hub 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, Other Contributions and any other Activity 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 Program administration and 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, State, Territory or local government 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 in Reporting Material

17.1 Subject to clause 17.2, the Grantee or a third party 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, world-wide, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes. This includes a right for the Commonwealth to licence the Reporting Material specified in the Grant Details to the public under a Creative Commons Attribution licence (CC BY licence).

17.4 The Grantee warrants that the provision of this licence in respect of the Reporting Material will not infringe any third party's Intellectual Property Rights.

17.5 The licence in clause 17.3 does not apply to Activity Material, which is licensed in accordance with clause CB3, and is additional to the Knowledge Sharing Requirement.

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 Budget** means the budget for the Activity as set out in this Agreement and further detailed in the Grantee's Activity Work Plan and Budget to the extent it is consistent with this Agreement.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means:
 - a. any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity; and
- **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.
- **Commonwealth Standard Grant Conditions** means this document.
- **Department** means the Commonwealth Department of Agriculture, Water and the Environment.
- **Drought Minister** has the meaning given in section 5 of the *Future Drought Fund Act 2019* (Cth) and refers to the Commonwealth Minister responsible for drought or, if no such Minister exists, the Commonwealth Agriculture Minister, or their delegate under section 63 of that Act.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **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.
- **Hub Member** has the meaning given in Item B of the Grant Details.
- **Hub Project** has the meaning given in Item B of the Grant Details.
- **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*).

- **Knowledge Sharing Requirement** means the requirement in Item B of the Grant Details that, except to the extent the Commonwealth specifically agrees in writing otherwise in respect of a particular Activity project and its research, data, outcomes and/or outputs, the Grantee must ensure all of the Activity's RDEA&C research, data, outcomes and outputs (including those delivered by the Grantee, the Hub Members and the Network Partners) are publicly communicated including by promptly making (before the Activity Completion Date) all Reporting Material and Activity Material that contains the Activity's RDEA&C research, data, outcomes and outputs, publicly and freely available on the internet and in appropriate Australian national research repositories, digital systems and decision-support tools under the latest version of the Creative Commons Attribution licence (CC BY licence).
- **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.
- **Network Partner** has the meaning given in Item B of the Grant Details.
- **Other Contributions** mean the cash or in-kind contributions for the Activity from sources other than the Commonwealth that are specified in clause CB1.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Program** has the meaning given in Item A of the Grant Details.
- **Program Guidelines** means the Grant Opportunity Guidelines for the Program as amended by the Commonwealth from time to time.
- **Proposed Exclusion** has the meaning given in clause CB3A.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means:
 - a. all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details;
 - b. and includes any Existing Material that is incorporated in or supplied with the Reporting Material but only for use as part of the Reporting Material and for no other purpose.

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

The following requirements apply to, and must be fully reflected in, each of the Grantee's subcontracts with a Hub Member or Network Member before the Grantee provides any Grant amount to the subcontractor.

For the purpose of this Attachment A capitalised terms have the same meaning as they have in this Agreement.

1. The Grantee must require the subcontractor to perform its part of the Activity in accordance with all applicable requirements of this Agreement (including Item B of the Grant Details) and to ensure that the provisions of each subcontract give effect to, and are not inconsistent with, the requirements of this Agreement, the *Future Drought Fund Act 2019* (Cth) (including ss 21 and 26 of that Act), the *Future Drought Fund (Drought Resilience Funding Plan 2020 to 2024) Determination 2020*, the Program Guidelines 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 on trust for, the Grantee.
4. The Grantee must ensure that the subcontract specifies the amount of the Grant, any Other Contributions and any other Activity contributions that are to be provided under the subcontract. The Grantee must require the subcontractor to only use those amounts for the purpose of the Activity (or where the subcontractor is a Network Partner, for the relevant Hub Project) 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, Other Contributions and any other Activity contributions on the Activity (or Hub Project) in accordance with that budget. The budget must specify the maximum amount that can be spent on the administration of the Activity (or Hub Project). The Grantee must also require the subcontractor to:
 - (a) spend the Grant and any Other Contributions on a matching dollar for dollar basis; and
 - (b) not use the Grant to pay for any in-kind Other Contributions
5. The subcontractor must be prohibited from spending the Grant on any expenditure which is prohibited in Item B of this Agreement.
6. The Grantee must require the subcontractor to perform its subcontract in accordance with all applicable laws.
7. The Grantee must require the subcontractor to acknowledge the Australian Government's financial contribution to the Activity (or in the case of a Network Partner, the relevant Hub Project) in accordance with the Program's Branding Guidelines provided by the Commonwealth to the Grantee and as specified in Item B.
8. 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.
9. The Grantee must have a right to withhold a Grant 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 subcontract.
10. The Grantee must require each subcontractor to complete its performance of the Activity (or in the case of a Network Partner, the relevant Hub Project), other than the provision of the final MEL Activities or provision of final reports, by 30 June 2024.
11. The Grantee must require each subcontractor to keep detailed records regarding its performance of its subcontract and its expenditure of the Grant, Other Contributions and any other Activity contributions (and

any interest earned on the Grant or the Other Contributions) for the same period for which the Grantee is required to retain its records under this Agreement.

12. 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 Network Partner to provide a Hub Project Report for its Hub Project and requiring each subcontractor to participate in the MEL Activities and provide the information the Grantee needs for the MEL Reports).

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

X.1 In this clause [X],

(a) 'Existing Material' means any material developed independently of the subcontract that is incorporated in or supplied as part of the Subcontract Material but only for use as part of the Subcontract Material and for no other purpose.

(b) '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).

(c) '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.

(d) 'Subcontract Material' means:

(i) 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

(ii) any other material derived from the Material in paragraph (i) other than that which is created by [the Grantee] under its grant agreement with the Commonwealth.

X.2 The [subcontractor] or a third party owns the Intellectual Property Rights in all of the Subcontract Material.

X.3 In addition to the requirements of [clause 13A] of this subcontract, the [subcontractor] hereby grants [the Grantee] a permanent, irrevocable, free, worldwide, non-exclusive license, including a right of sublicense, to use, modify, communicate, reproduce, adapt and publish (including under a creative commons CC BY licence) the Subcontract Material for any [Grantee] or Commonwealth purpose specified in the [Grantee's] agreement with the Commonwealth.

X.4 The [subcontractor] warrants that the provision and use of the Subcontract Material in accordance with this subcontract will not infringe any third party's Intellectual Property Rights.

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 Subcontract Material a written moral rights consent (other than consent to the act of false attribution) to the use of that Subcontract Material in accordance with and for the purpose of reporting or disseminating findings resulting from the subcontract prior to the Subcontract Material being provided to the [Grantee] (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.

13A. In addition to clause 13 above and except to the extent the Commonwealth specifically agrees at its discretion and in writing otherwise in respect of a particular Activity project and its research, data, outcomes and/or outputs, the Grant must require the subcontractor to publicly communicate all of its RDEA&C

research, data, outcomes and outputs under the Activity including by promptly making (before the Activity Completion Date) all Reporting Material and Activity Material containing the RDEA&C research, data, outcomes and outputs publicly and freely available on the internet and in appropriate Australian national research repositories, digital systems and decision-support tools and under the latest version of the Creative Commons Attribution licence (CC BY licence).

- (a) If the Commonwealth specifically agrees in writing otherwise, the Grantee must require the subcontractor to comply with the terms of the Commonwealth's agreement and any conditions that the Commonwealth attaches to the provision of its agreement.
- (b) The Grantee must require the subcontractor to warrant that the communication and dissemination of the Activity's research, data, outcomes and outputs, and the publishing of the Reporting Material and Activity Material, in accordance with the above requirement will not infringe any third party's Intellectual Property Rights.
- (c) The subcontractor must advise the Grantee within 10 Business Days of such publication of any Activity RDEA&C research, data, outcomes and outputs.
- (d) If the subcontractor does not comply with the requirements of this clause 13, the Grantee must withhold Grant funds until it does so or, if required by the Commonwealth, terminate the subcontract.

- 14. The Grantee must require each subcontractor to provide the Grantee with access to premises where the Activity (or in the case of a Network Partner, the Hub Project) is being performed and/or where Material relating to the Activity (or Hub Project) is kept, and permission to inspect and take copies of such Material, within the time period specified by the Grantee.
- 15. The Grantee must require each subcontractor to repay to the Grantee any Grant amount that it has not spent on the Activity (or in the case of a Network Partner, its Hub Project) in accordance with its subcontract, within 10 Business Days after the completion of the Activity or Hub Project specified in the subcontract (which must be on or before 30 June 2024) 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).
- 15A. If the subcontractor creates or acquires tangible property valued at \$10,000 or more (inc GST) in whole or part with the Grant, the Grantee must include provisions in the subcontract that mirror the requirements in clause CB5 of this Agreement and must ensure that the subcontractor provides the Grantee with contractual right to access and inspect that property.
- 16. The Grantee must require each subcontractor to cooperate with it, and provide the Grantee with any other information that it reasonably requires, regarding the Activity (or in the case of a Network Partner, its Hub Project).
- 17. 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.
- 18. 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* and within any timeframe specified by the Commonwealth.

19. The Grantee must include a provision which requires both it and the subcontractor to acknowledge that except to the extent the Commonwealth agrees otherwise in writing, neither party can claim the subcontract (nor any of the activities, reports, research, data, outcomes or outputs provided under it) as its confidential information.
20. 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.
21. 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 clauses CB8 and CB9 in this Agreement.
22. The Grantee must require the subcontractor to have and maintain adequate public liability insurance **and 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.
23. 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.
24. The Grantee must require the subcontractor to novate the subcontract to the Commonwealth or its nominee if the Grantee so requires.
25. The clauses specified in Items 6, 9 to 19 inclusive, 22 and 24 of this Attachment A must be expressed to survive the termination or expiry of the Funding Agreement.

Attachment B – Hub arrangements

[Insert the following information about the Hub structure, governance and administration:

- an overview of how the Grantee, Hub Members and Hub Partners will work together, and with Network Partners, to successfully perform the Activity.
- An overview of how the Grantee will ensure the Hub includes and has access to an appropriate and diverse range of expertise and experience required for the Activity in the Region
- the roles/responsibilities of each Hub Member
- the likely involvement of Network Partners
- the governance and management arrangements for the Hub and
- the role and responsibilities of the Hub Director and the Knowledge Broker including in relation to the governance of the Hub and dealings with the Commonwealth]

SAMPLE

Attachment C – The Hub’s RDEA&C activities

Set out the specific RDEA&C activities from the Hub application here to bring together, translating, applying and supporting the effective uptake of existing research as outlined in the Agreement.

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