

Commonwealth Standard Grant Agreement

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

SUPPLEMENTARY PROVISIONS (CLAUSE BANK)

CB1. Other contributions

Not applicable

CB2. Activity Budget

Not applicable

CB3. Intellectual Property in Activity Material

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

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

CB3A. Intellectual property – research

Not applicable

CB3B. Creative Commons licence

Not applicable

CB4. Access/Monitoring/Inspection

Not applicable

CB5. Equipment and Assets

CB5.1 In this Agreement

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

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

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

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

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

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

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

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

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

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

CB6. Specified Personnel

Not applicable

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

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

- (a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity, including any permits or approvals required under the *Environment, Protection and Biodiversity Conservation Act 1999*, the *Environment, Protection and Biodiversity Conservation Regulations 2000* and other Commonwealth legislation as required; 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 any Relevant 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 to 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 at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

CB9.2 The Grantee must:

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

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

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

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

CB11. Jurisdiction

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

CB12. Grantee trustee of Trust

Not applicable

CB13. Fraud

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

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

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to performance of the Activity; or
 - (b) any other Fraud that has had or may have an effect on the performance of the Activity;
- then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

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

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

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

CB14. Prohibited dealings

Not applicable

CB15. Anti-corruption

Not applicable

CB16. Step in rights

Not applicable

CB17. Grant Administrator

Not applicable

CB18. Management Adviser

Not applicable

CB19. Indemnities

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

CB20. Compliance with Legislation and Policies

CB20.1 In this Agreement:

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

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

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

CB21. Work Health and Safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

CB22. Transition

Not applicable

CB23. Corporate Governance

Not applicable

CB23A. Incorporation requirement

Not applicable

CB24. Counterparts

Not applicable

CB25. Employees subject to SACS Decision

Not applicable

CB26. Program Interoperability with National Disability Insurance Scheme

Not applicable

CB27. Rollover of Surplus and Uncommitted Funds

Not applicable

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.