



Australian Government

Department of Foreign Affairs and Trade

DFAT Standard Grant Agreement

between

The Commonwealth of Australia

represented by Department of Foreign Affairs and
Trade (DFAT) (ABN 47 065 634 525)

and

[insert Grantee & ABN]

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Grant Agreement [insert reference number/name/project]

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

Parties to this Agreement

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

The Commonwealth

The **Commonwealth of Australia** represented by the Department of Foreign Affairs and Trade (DFAT)
John McEwen Crescent, Barton, ACT, 2600
ABN 47 065 634 525

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document (Grant Agreement);

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

The Grant Details, including Supplementary Terms (if any), apply to the Grant and Activity set out in the 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 the 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 the Grant 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.

Grant Details [insert reference number/name/project]

A. Purpose of the Grant

The Centre for Australia-India Relations

In the October 2022 Budget, the Australian Government committed \$24.1 million over four years to establish a Centre for Australia-India Relations (the Centre) to lift Australia's collective understanding and awareness of India (Portfolio Budget Statement Program 1.6).

The Centre's mission is to promote and coordinate enhanced co-operation and exchange between Australia and India. The Centre will do this by lifting contemporary India literacy in Australia while deepening cultural understanding. The Centre will achieve this by harnessing the expertise of India diaspora networks in Australia and elevating public discourse focusing on four complementary pillars:

1. Promoting policy dialogue
2. Building India business literacy and links
3. Engaging Australia's Indian diaspora communities to support the bilateral relationship
4. Deepening cultural connections and understanding

To deepen our education, cultural and policy links, the Centre will deliver Maitri ("friendship" in Hindi) Programs worth \$20 million, including scholarships, fellowships, research and cultural partnerships grants.

The Grant is being provided as part of the Maitri Cultural Partnerships Grant Opportunity 2022-23 (the program). The program comprises three distinct grant opportunities. Each grant opportunity is to develop and implement collaboration activities, events, or projects ('the activity'), or plan and implement peer-to-peer or organisation to organisation collaborations that meet the eligibility requirements and objectives.

The three distinct grant opportunities are;

1. Maitri Cultural Partnership Major Cultural Collaboration Grants of between \$125,000 and \$250,000
2. Maitri Cultural Partnership Visual and Performing Arts Collaboration Grants that support First Nations collaboration of between \$125,000 and \$250,000
3. Maitri Cultural Partnership Cultural Institution Grants of between \$50,000 and \$70,000

The objectives of the Cultural Partnerships Grant opportunity 2022-23 are the following;

Objective 1. Fund two-way collaboration activities (like residencies, exchanges, and workshops)

Objective 2. Provide a platform for the promotion of the Centre, its mission, policy goals and outcomes (e.g the four complimentary Centre pillars)

Objective 3. Develop and deliver a new collaboration activity, or expand an existing collaboration activity that supports stronger bilateral cultural collaboration over time

Objective 4. Elevate public discourse about Australia-India relations through the activity inclusive of promotion and marketing activities, social media, general media and advertising.

The intended outcomes of the Cultural Partnership Grants Program are;

- Outcome 1.** To build two-way cultural understanding of a modern Australia and India
- Outcome 2.** To enhance collaborations between Australian and Indian cultural institutions and organisations
- Outcome 3.** To establish sector-to-sector, peer-to-peer relationships and partnerships that Australian and Indian cultural and creative organisations can build on to develop future programs, tours, exhibitions and event.

The Department will use key performance indicators in surveys, independent reports, and targeted consultations to measure the success of all grant activities and projects. This data will be used to inform themes and foci for all subsequent grant rounds offered under the Maitri Grant Program.

Maitri Major Cultural Grant

The purpose of this Grant Opportunity is to fund two-way peer-to-peer and sector-to-sector collaboration activities (workshops, residencies, exchanges). This will target major cultural institutions and organisations in Australia who will then identify and engage partners or partner organisations in Australia or India to deliver the grant objective. Collaboration activities can take place in either Australia, India or both countries.

The funding must enable two-way collaboration and build relationships and connections that can be leveraged for future activities, events, productions and exhibitions to support both the work of the Centre and the Maitri program outcomes. It is expected that the successful applicant will either leverage existing partnerships and relationships or foster new ones to deliver the grant outcomes.

B. Activity

The Activity is *[insert grant activity details from the application]*.

The intended outcomes for the Activity are *[insert outcomes – link to objectives of the Grant Round]*.

C. Duration of the Grant

The Activity starts on *[insert date/event]*.

The Activity (other than the provision of any final reports) ends on *[insert date/event]* which is the **Activity Completion Date**.

The Agreement ends on *[insert date/event or state 'when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement']* which is the **Agreement End Date**.

The Grantee may request the Commonwealth to extend the **Activity Completion Date** and/or the **Agreement End Date**. Any such request must be in writing, addressed to the Commonwealth representative listed at Section F below and set out the reasons why an extension to the Activity Completion Date and/or the Agreement End Date is required. Extensions will only be granted in exceptional circumstances where the Grantee is able to demonstrate an extension is required due to factors outside the reasonable control of the Grantee and will not be granted for any period greater than six (6) months. The Commonwealth may or may not, in its absolute discretion, agree to the request.

The schedule for the Activity is as follows:

Activity Schedule	
Milestone	Due Date
[insert event]	[insert date]
[insert event]	[insert date]
[insert event]	[insert date]

D. Activity Budget

The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Grant Contributions (GST excl)	Other Contributions – Grantee (GST excl)	Other Contributions -Third parties (GST excl)	Total Cost (GST excl)	Expected date of expenditure
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]	[insert date]
[insert additional rows as required]						
Total:		\$	\$	\$	\$	

Details of the ‘Other Contributions’ to the Activity referred to in the above table are as follows:

Contributor	Nature of Contribution	Amount (GST excl)	Timing
[insert Grantee or name of third party providing the Other Contribution or ‘Not applicable’ if no other party is contributing funding towards the Activity]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	\$(insert amount)	[insert date or Milestone to which the Other Contribution relates]
[insert additional rows as required]			
Total:		\$	

E. Payment of the Grant

The total amount of the Grant is [insert amount] (GST excl).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee acknowledges and agrees that any interest earned by the Grantee on the Grant amount can only be used by the Grantee for the purposes of the Activity and is to be accounted for in the Grantee's financial acquittal report.

The Grantee's nominated bank account into which the Grant is to be paid is:

Account name:	[insert details]
BSB:	[insert details]
Account No.:	[insert details]
Ref:	[insert details]

The Grant will be paid in full on execution of the Grant Agreement.

Invoicing

The payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

- be in the form of a valid tax invoice for the purposes of the GST legislation;
- clearly identify the Grant and Grant reference number (if any) and the payment schedule to which the invoice relates (if any); and
- be correctly addressed to DFAT (including to the DFAT Grant manager) and correctly calculated (including in Australian dollars).

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

Report Type	Indicative Content	Due Date	Format
Milestone Report	Updated Project Management Plan (PMP), including; <ul style="list-style-type: none"> • Updated activity timeline, • Indicative milestone dates, (including exhibition dates) • Indicative reporting dates per this reporting table 		MS Word / Excel (to be uploaded to SmartyGrants portal)

	Report to be approved by the Chief Executive Officer of the Grantee.		
Progress report	<ol style="list-style-type: none"> 1. An updated PMP timeline 2. A written report for the period including: <ul style="list-style-type: none"> • Update on all completed activities listed in the PMP • Report on any activity delays • Report on any developing risks or issues being managed 		MS Word / Excel (to be uploaded to SmartyGrants portal)
Final Activity Report	<ul style="list-style-type: none"> • Report on all Activities completed • Assessment of whether the Activity met its intended objectives / outcomes • Details of lessons learned <p>Report to be signed by Chief Executive Officer of Grantee.</p>		MS Word / Excel (to be uploaded to SmartyGrants portal)
Final Activity acquittal report	<ul style="list-style-type: none"> • Details all funding received (including interest earned and funds from other sources) and expenditure (itemised) of both DFAT and any other funding • Supporting documentation (i.e. copies of original invoices) must be attached. <p>Report to be certified by Chief Financial Officer of Grantee</p>		MS Word / Excel (to be uploaded to SmartyGrants portal)
<add additional rows as required>			

F. Party representatives and address for notices

Grantee's representative and address

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

Commonwealth representative and address

Name	<i>The Grant Manager</i>
Position	<i>Director</i>
Postal/physical address(es)	PO Box R1839 Royal Exchange NSW 1225
E-mail	<i>Matrigrants@dfat.gov.au</i>

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

The Grantee is expected to create or develop the following Material as a result of the Activity:

Description of Activity Materials	Format of Activity Material (i.e. hardcopy, electronic)
<i>[insert details]</i>	<i>[insert details]</i>
<i>[insert additional rows as required]</i>	<i>[insert details]</i>

H. Risk Management Framework

The Grantee acknowledges and agrees that it is responsible for all risks associated with the Grant Activity. The following risks and mitigation strategies have been identified by the Grantee with respect to the Activity:

Description of Risk	Analysis				Management/mitigation strategy
	Likelihood	Consequence	Level of Risk	Impact (financial)	
<i>[insert risks or 'Not applicable']</i>					

[insert additional rows as required]					

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by <i>insert entity</i>	
Name: (print) Position: (print) Signature and date:	
Witness Name: (print) Signature and date:	

Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	<i>insert name of the Grantee and any ABN</i>
Signatory Name: (print) Signature and date:	
Witness Name: (print) Signature and date:	

[OR]
[If Grantee is a Company]

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

[OR]
[If Grantee is an Incorporated Association]

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

[OR]

[If Grantee is a Partnership]

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

[OR]

[If Grantee is a trustee of a Trust, you should confirm the legal status of the trustee and use the appropriate ABN and execution clause. For example, if the trustee is a company, use the company execution clause. Make sure that you use the full legal name and ABN of the trustee (NOT the Trust) as the 'name' of the Grantee - as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included after the name of the Trustee.]

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 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 acknowledges and agrees that it is a condition of the Grant for the Commonwealth to report relevant details of the Grantee and Grant Activity on the Australian Government's GrantConnect website. The Grantee further acknowledges and agrees that DFAT may publish the name of the Grantee, the Grantee's postcode, the amount of the Grant and purpose of the Grant Activity on its website or social media accounts.

3.2 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.

3.3 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.

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3.4 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 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 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:

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- (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 novate or assign any of its rights under this Agreement without the Commonwealth's prior written 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 Unless otherwise stated or agreed by the parties, 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 (including any interest earned on the Grant amount) for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity Completion Date, the Grantee agrees to provide a financial statement signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

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10.4 The Commonwealth may at any time request the Grantee to supply further information and/or supporting documentation in respect of any financial or acquittal statement submitted by the Grantee in respect of the Activity.

10.5 The Commonwealth may also request the Grantee to provide at its own cost an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement. The report submitted under this clause 10.4 must be audited by (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); 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; and who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

11. Repayment

11.1 If:

(a) any amount of the Grant has been spent other than in accordance with this Agreement, or is additional to the requirements of the Activity; or

(b) this Agreement is suspended or terminated in accordance with the terms of the Agreement,

then the Commonwealth may by written notice:

(c) require the Grantee to repay to the Commonwealth that part of the Grant amount that:

(i) has been spent other than in accordance with this Agreement, or is additional to the requirements of the Activity; or

(ii) has not been spent at the effective date of the suspension or termination; or

(d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

(a) the Grantee must do so within the time period specified in the notice;

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

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

12. Record keeping

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

(a) detail and document the conduct and management of the Activity;

(b) identify the receipt and expenditure of the Grant (and any Other Contributions) separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and

(c) enable all receipts and payments related to the Activity to be identified and reported.

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

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Schedule 1

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 requested by the Commonwealth 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 changes 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), including;
 - (i) to use or disclose personal information only for the purposes of this Agreement;
 - (ii) take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - (iii) subject to clause 14.2, comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
- (b) not to do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) comply with any reasonable request or direction of DFAT or the Privacy Commissioner in relation to access to, or handling of, personal information;
- (d) 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;

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(e) to notify the Commonwealth within five (5) Business Days 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;

(e) to notify the Commonwealth within three (3) Business Days if it becomes aware that there are reasonable grounds to suspect there has been an Eligible Data Breach in relation to any Personal Information held by the Grantee, and conduct an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth), unless otherwise directed by the Commonwealth.

(f) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause 14, and notify the Commonwealth of that investigation and outcome.

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

15. Confidentiality

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

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

(a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;

(b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or

(c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Indemnity and Insurance

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

16.2 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.

16.3 The Grantee agrees to conduct a risk assessment to identify the risk associated with undertaking the Activity and strategies to mitigate against that risk. This risk assessment is to be recorded at Section H (Risk Management Framework) of the Grant Details.

16.4 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 reasonably necessary to undertake the Activity or specified in the Grant Details (including, but not limited to professional indemnity insurance and travel insurance).

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

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17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Grant Activity.

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

17.3 The Grantee represents and warrants that the Commonwealth's use of the Reporting Material for Commonwealth Purposes will not infringe the Moral Rights of any person that contributed to the Material in the Reporting Material.

17.4 The licence in clause 17.2 does not apply to Activity Material.

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

18. Work Health and Safety

18.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements relevant to the Activity.

18.2 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 18.1.

19. Compliance with Law and policies

19.1 The Grantee agrees to comply with all Laws applicable to its performance of this Agreement.

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

20. Access/monitoring/inspection

20.1 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.

20.2 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 20.1.

20.3 This clause 20 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

21. Dispute resolution

21.1 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.

21.2 Unless clause 21.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

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

21.4 Failing settlement by negotiation in accordance with clause 21.1, 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.

21.5 Each Party will bear their own costs in complying with this clause 21, and the Parties will share equally the cost of any third person engaged under clause 21.4.

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

22. Reduction, Suspension and Termination

22.1 Reduction in scope of agreement for fault

22.1.1 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.

22.1.2 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.

22.1.3 In the event of reduction under clause 22.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

22.2 Suspension

22.2.1 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.

22.2.2 If the Grantee:

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(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 22.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 22.3.

22.3 Termination for fault

22.3.1 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 22.2.2(b) applies;

(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.

22.3.2 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.

23. Cancellation or reduction for convenience

23.1 in addition to any other rights it has under the Agreement, the Commonwealth may, at any time and in its absolute discretion, cancel or reduce the scope of this Agreement by written notice to the Grantee.

23.2 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.

23.3 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.

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

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

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- (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.

23.6 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.

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

24. Force Majeure

24.1. If a Party is unable to perform an obligation under this Agreement because of a Force Majeure Event, then:

- (a) as soon as practicable after the Force Majeure Event arises, that party must notify the other Party of the extent to which the notifying party is unable to perform its obligations;
- (b) where a Party complies with clause 24.1(a), that Party's obligation to perform the notified obligations will be suspended for the duration of the delay arising directly out of the Force Majeure Event; and
- (c) the Parties must use their best endeavours to minimise the impact of any Force Majeure Event on the Activity.

24.2 Without affecting any other right of termination that a Party may have, if a suspension under clause 24.1(b) continues for more than 30 days, either Party may terminate this Agreement.

24.3 If a party terminates the Agreement under clause 24.2, the Grantee must:

- (a) immediately do everything possible to prevent and reduce all losses, costs and expenses caused by the termination;
- (b) as soon as possible, stop spending any uncommitted Grant funds; and
- (c) within thirty (30) days of the termination, give DFAT a financial statement that complies with the requirements of clause 10 and return to DFAT any uncommitted Grant funds (including unspent interest and exchange rate gains).

25. 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 (Indemnity and Insurance);
- clause 17 (Intellectual property);
- clause 18 (Work Health and Safety)
- clause 19 (Compliance with Law and policies)

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- clause 20 (Access/monitoring/inspection)
- clause 22 (Reduction, Suspension and Termination);
- clause 25 (Survival);
- clause 26 (DFAT Specific Conditions)
- clause 28 (Definitions);
- clause 29 (Intellectual Property in Activity Materials); and
- any other clause which expressly or by implication from its nature is meant to survive.

26. DFAT Specific Conditions

26.1 Fraud

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

26.1.2 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 five (5) business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

26.1.3 The Grantee must, at its own cost, investigate any Fraud referred to in clause 26.1.2 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

26.1.4 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.

26.1.5 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).

26.1.6 The Grantee agrees to provide to the Commonwealth monthly written updates on the status of the actions being undertaken to recover the misappropriated funds or property.

26.1.7 If the Grantee considers that all reasonable action has been taken to recover the funds or the property and recovery has not been achieved or recovery has only been achieved in part, the Grantee may seek approval from the Commonwealth that no further recovery action be taken.

26.2 Prohibited dealings

26.2.1 The Grantee must ensure that individuals, persons, entities or organisations involved in implementing the Activity, including itself and its personnel:

- (a) are not directly or indirectly engaged in, preparing, planning, assisting in or fostering the doing of a terrorist act;
- (b) are not, and do not become listed on the 'List of Terrorist Organisations' made under the *Criminal Code Act 1995* (Cth) and related regulations, posted at

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<https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;

- (c) are not, and do not become listed for targeted financial sanctions under the *Charter of the United Nations Act 1945* (Cth) and/or the *Autonomous Sanctions Act 2011* (Cth), and related legislation. An up-to-date list of all listed individuals and entities is posted at <https://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx>;
- (d) are not, and do not become listed on and the 'World Bank's Listing of Ineligible Firms and Individuals' posted at <https://projects.worldbank.org/en/projects-operations/procurement/debarred-firms>;
- (e) are not acting on behalf of, or at the direction of, individuals, persons, entities or organisations listed on the Lists referred to in subparagraphs (b) to (d);
- (f) are not owned or controlled by individuals, persons, entities or organisations mentioned in subparagraphs (b) to (d); and
- (g) do not to provide direct or indirect support, resources or assets (including Commonwealth funding under any Activity) to individuals, persons, entities or organisations associated with terrorism or mentioned in subparagraphs (b) to (f).

26.2.2 The Grantee will inform the Commonwealth immediately if it discovers that it or a contractor, sub-contractor or grant recipient has or may have contravened this clause 26.2.

26.3 Anti-corruption

26.3.1 The Grantee warrants that the Grantee, its personnel, contractors and sub-grantees have not made or caused to be made, or received or sought to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the performance of the Activity.

26.3.2 The Grantee must not, and must ensure that its personnel, contractors, and sub-grantees, do not:

- (a) make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the performance of the Activity; and/or
- (b) engage in any practice that could contravene the Australian offence of bribing a foreign public official.

26.3.4 If the Grantee becomes aware of any activity, as described in clause 26.3.2(a) or (b) in relation to the performance of the Activity, then it must within five (5) business days report the matter to the Commonwealth.

26.4 Child Protection

26.4.1 When undertaking the Activity, the Grantee must comply with, and must ensure that its contractors, subcontractors and personnel comply with, the Department of Foreign Affairs and Trade's Child Protection Policy, accessible at <http://www.dfat.gov.au/childprotection/>.

26.4.2 The Commonwealth may conduct a review of the Grantee's compliance with the Child Protection Policy. The Commonwealth will give reasonable notice (at least 14 calendar days) to the Grantee and the Grantee must participate co-operatively in any such review.

26.4.3 If the Commonwealth finds that the Grantee has failed to comply with the Child Protection Policy, the Grantee must promptly, and at the cost of the Grantee, take such actions as are required to ensure compliance with the Child Protection Policy.

26.4.4 The Grantee must sign and return to the Commonwealth within 14 days of signing this Agreement, the Working with Children Statement of Compliance at Annex A to this Schedule 1.

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26.5 Preventing sexual exploitation, abuse and harassment (PSEAH)

26.5.1 When undertaking the Activity, the Grantee must comply, and must ensure that its contractors, subcontractors and personnel comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Policy, including the reporting obligations, accessible at <http://www.dfat.gov.au/pseah>.

26.5.2 DFAT may conduct a review of the Grantee's compliance with DFAT's PSEAH Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Grantee and the Grantee must participate co-operatively in any such reviews.

26.5.3 If DFAT finds that the Grantee has failed to comply with DFAT's PSEAH Policy, the Grantee must promptly, and at the cost of the Grantee, take such actions as are required to ensure compliance standards in the PSEAH Policy.

26.5.4 In reporting to DFAT as required pursuant to clause 26.5.1, the Grantee must comply with the *Privacy Act 1988* (Cth) and the privacy provisions in the DFAT SEAH Incident Notification Form, available on DFAT's website.

26.6 Third party influence

26.6.1 The Grantee warrants that the Activity will be undertaken free of any third-party influence.

26.6.2 The Grantee must disclose to the Commonwealth promptly, and whenever requested by the Commonwealth, details of any third-party seeking to influence the conduct of the Activity by the Grantee or the outcomes of the Activity.

26.6.3 The Grantee should note that persons who undertake, or who have an arrangement to undertake certain activities on behalf of a foreign principal for the purpose of political or governmental influence are required to register under the *Foreign Influence Transparency Scheme Act 2018* (Cth). It is an offence to not register if you are required to do so, and penalties apply. Further information about the scheme is accessible at www.ag.gov.au/transparency.

26.7 Change in Grantee's circumstances

26.7.1 The Grantee must promptly disclose in writing to the Commonwealth: -

- (a) a change in the Grantee's ownership both legal or beneficial;
- (b) a change in the governing board of the Grantee's including, directors, partners (if a partnership);
- (c) a change in the senior management of the Grantee, including to its Chief Executive Officer, Chief Operating Officer; Chief Financial Officer or equivalent positions;
- (c) a change in the overall direction of the Grantee's business operations; or
- (d) an adoption, change, alignment or otherwise involvement with any political organisations or foreign government entities in the activities of the Grantee not previously disclosed to the Commonwealth.

26.7.2 The Grantee must promptly notify in writing and fully disclose to the Commonwealth any event or occurrence actual or threatened during the performance of the Agreement which may materially affect the Grantee's reputation or its ability to perform any of its obligations under this Agreement or to its business operations generally.

26.7.3 Without limiting any other right the Commonwealth has under this Agreement, where the Grantee notifies the Commonwealth under clause 26.7.1 or 26.7.2 of a change in circumstances, the Commonwealth will assess the impact of that change. Where the Commonwealth, acting reasonably, forms the view that the change in circumstances:

- (a) will adversely impact, or will likely adversely impact, the Activity or the Grantee's ability to perform the Activity; or

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- (b) will or is likely to cause or result in reputational damage to the Commonwealth,

the Commonwealth may, in its absolute discretion and notwithstanding any other provision in this Agreement:

- (c) terminate or suspend this Agreement; or
- (d) reduce the level of funding it provides to the Grantee under this Agreement; and/or
- (e) request the Grantee to amend the scope of the Activity.

26.7.4 If the Commonwealth decides to exercise its rights under either clause 26.7.3(c), 26.7.3(d) or 26.7.3(e), it will provide the Grantee notice in writing setting out:

- (a) the effective date of termination or suspension of the Agreement;
- (b) the reduced level of funding the Commonwealth will provide to the Grantee under this Agreement; or
- (c) request the Grantee to amend the scope of the Activity.

26.7.5 If the Commonwealth terminates this Agreement under clause 26.7.4(a), the Grantee must comply with the requirements set out in clause 22.3.2.

26.8 Modern slavery

26.8.1 The Commonwealth is prohibited from seeking to benefit from supplier practices that are dishonest, unethical or unsafe. Consequently, and without limiting any other obligation in this Agreement:

- (a) in the performance of the Activity, the Grantee must not engage in; and
- (b) the Grantee must not subcontract the performance of any part of the Activity to an entity that engages in,

any exploitative labour practice (including slavery, forced labour and human trafficking) regardless of whether or not that practice is unlawful in the relevant location.

26.8.2 For the purpose of this clause 26.8, a 'modern slavery statement' is given the meaning in the *Modern Slavery Act 2018* (Cth) as amended from time to time.

26.8.3 Without limiting the Grantee's obligations under this Agreement, where applicable, the Grantee must register a modern slavery statement in accordance with the *Modern Slavery Act 2018* (Cth).

26.9 Travel advice and visas

26.9.1 The Grantee must read and keep up to date with the relevant travel advice in regards to travel overseas.

26.9.2 Where travel overseas is involved in the Activity, the Grantee should subscribe to Smartraveller alerts (www.smartraveller.gov.au).

26.9.3 All recommended vaccinations and health precautions for travel overseas are the responsibility of the Grantee.

26.9.4 All visas required for travel are the responsibility of the Grantee.

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26.10 Good Faith

26.10.1 At all times the Grantee will act in good faith in its dealings with the Commonwealth in relation to this Agreement with the Commonwealth.

26.10.2 Without limiting clause 26.10.1, the Grantee warrants that all information provided by the Grantee to the Commonwealth:

- (a) in support of its grant application is true and correct and not in any way misleading; and
- (b) pursuant to this Agreement is true and correct and not in any way misleading.

26.11 Handling of Grant monies when Agreement is suspended or terminated

26.11.1 If this Agreement is suspended or terminated, the Commonwealth may issue a notice under clause 11 regarding the repayment, dealing with or deduction of Grant monies.

27. Governing Law

This Agreement is governed by the law of the Australian Capital Territory, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Australian Capital Territory, and courts of appeal from them, for determining any dispute concerning this Agreement.

28. Definitions

In this Agreement, unless the contrary appears:

Activity means the activity described in the Grant Details and includes the provisions of the Reporting Material.

Activity Completion Date means the date or event specified in the Grant Details.

Activity Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

Agreement means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.

Agreement End Date means the date or event specified in the Grant Details.

Australian Privacy Principle has the same meaning as in the *Privacy Act 1988* (Cth).

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

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(d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

(e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

Commonwealth Standard Grant Conditions means this document.

Eligible Data Breach has the same meaning as in the *Privacy Act 1988* (Cth).

Existing Material means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

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

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.

Force Majeure Event means an event or circumstance that is any of the following: (a) an act of God, including a natural disaster such as a bushfire, an earthquake, a flood, a landslide or a cyclone; (b) war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act, civil insurrection or riots; (c) a pandemic or epidemic (except COVID-19); (d) industrial action or labour disturbance other than in the Grantee's workforce; (e) action or inaction by a government body including by executive or administrative order, and which prevents or adversely affects the performance of this Agreement and was not preventable or capable of being mitigated by reasonable risk management measures by the party seeking relief. For avoidance of doubt, a force majeure event does not include the financial circumstances of a party, or the COVID-19 pandemic or any event or circumstance arising out of the COVID-19 pandemic.

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* (Cth)).

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in:

- (a) Australia, whether made by a State, Territory, the Commonwealth, or a local government; and
- (b) the country in which the Activity is being undertaken.

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.

Moral Rights means a right of attribution of authorship or performership; a right not to have authorship or performership falsely attributed; or a right of integrity of authorship or performership.

Party means the Grantee or the Commonwealth.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Records includes documents, information and data stored by any means and all copies and extracts of the same.

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Reporting Material means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

29. Intellectual property in Activity Material

29.1 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.

29.2 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.

29.3 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.

29.4 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.

ANNEX A to Schedule 1

Working with Children Statement of Compliance

(clause 26.4.4)

Statement by Grantee

I, [insert name], [insert position], of [insert organisation] make the following statement for the benefit of the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade in relation to the [insert name of Grant Activity / Agreement], [insert Agreement number] (Grant Activity):

- I have read DFAT's Child Protection Policy and understand my obligations as it applies to my Grant Activity, including my reporting obligations.
- I will ensure that my organisation and staff comply with DFAT's Child Protection Policy when undertaking the Grant Activity, including its reporting obligations.
- I will ensure that I/my organisation and all staff comply with the working with children legislative requirements in the jurisdictions in which the Grant Activity is undertaken (including in Australia and overseas) for the duration of the Grant Activity.
- I have reviewed DFAT's Establishing Child Protection Risk Context guidance note and determined the Grant Activity being undertaken by me/my organisation:
(*tick one box*)
 - involves working with children;
 - does not involve working with children.
- I undertake to keep DFAT informed of any changes to the status of this Compliance Statement during the term of my / my organisation's Grant Activity with DFAT.

Signed: _____

Date: _____

(Once completed, this form should be returned to the DFAT representative responsible for your Grant Agreement)