

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

**The Department of Foreign Affairs and
Trade**

and

[Grantee]

**Sample grant agreement is an example only
and final document may differ**

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Grant Agreement *[insert reference number/name/project]*

This document, together with the Grant Details, the Supplementary Terms 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	<i>[insert details]</i>
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	<i>[insert details]</i>
Trading or business name	<i>[insert details]</i>
Any relevant licence, registration or provider number	<i>[insert details]</i>
Australian Company Number (ACN) or other entity identifiers	<i>[insert details]</i>
Australian Business Number (ABN)	<i>[insert details]</i>
Registered for Goods and Services Tax (GST)?	<i>[insert details]</i>
Date from which GST registration was effective?	<i>[insert details]</i>
Registered office (physical/postal)	<i>[insert details]</i>
Relevant business place (if different)	<i>[insert details]</i>
Telephone	<i>[insert details]</i>
Email	<i>[insert details]</i>

The Commonwealth

The Commonwealth of Australia represented by the Department of Foreign Affairs and Trade
RG Casey Building, John McEwen Crescent, Barton, ACT 0221
ABN 47 065 634 525

Background

The Commonwealth will provide the Grantee with one or more Grants to assist the Grantee to undertake the Activity.

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

Scope of this Agreement

This Agreement comprises:

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

The Grant Details 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.

Grant Details *[insert reference number/name/project]*

A. Purpose of the Grant

The purpose of the Grant is to *[insert details of activity aims or objectives]*.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated *[insert date]* *[insert reference number/name]*.

The Grant is being provided as part of the Australian Cultural Diplomacy Grants Program (ACDGP) 2025-26 round.

B. Activity

[insert detailed description of the Activity linked to relevant key performance indicators]

C. Duration of the Grant

The Activity starts on *[insert DD/06/2026]*.

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**.

Activity Schedule	
Milestone	Due Date
<i>[insert event]</i>	<i>[insert date]</i>
<i>[insert event]</i>	<i>[insert date]</i>
<i>[insert event]</i>	<i>[insert date]</i>

D. Payment of the Grant

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

GST is not payable on the Grant.

Interest cannot be earned on the Grant.

The Grantee's nominated bank account into which the Grant is to be paid is *[insert bank account details]*.

Subject to the Grantee's compliance with this agreement, the Commonwealth will pay the Grant in a single instalment.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
On execution of this Grant Agreement	<i>[insert date]</i>	<i>[\$[insert amount]</i>	N/A	<i>[\$[insert amount]</i>

Invoicing

The Commonwealth will pay the Grant following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must comply with the GST Act and be issued to

The Australian Cultural Diplomacy Grants Program Secretariat
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Cres
Barton ACT 0221
Australia

And include the relevant Grant Award number and Purchase Order number, which will be provided to the Grantee upon execution of this grant agreement.

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:

No.	Report Type	Indicative Content	Due date
1	Progress Report	A description of the progress of the Activity, including any Grant funds spent.	DD/MMM/YY
2	Final and Acquittal Report	<p>A description and analysis of the progress of the Activity, including evidence that the Activity has been completed; details of the extent to which the Activity achieved its objectives; and any highlights or lessons learned.</p> <p>An acquittal statement which:</p> <ul style="list-style-type: none">(i) explains how the Grantee spent the Grant;(ii) confirms that the Grantee spent the Grant in accordance with this Grant Agreement; and(iii) is signed by the senior financial officer or the head of the Grantee indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Grant Agreement.	<p>DD/MMM/YY</p> <p><i>60 calendar days after completion of the Activity</i></p>

F. Party representatives and address for notices

Grantee's representative and address

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

Commonwealth representative and address

Position title and branch/section	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
E-mail	[insert details]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant. To be effective, any notice given in relation to this Grant must be issued by and to these representatives.

G. Activity Material

Activity Material includes, but is not limited to, the following materials:

Activity Materials	Description (including format of materials)
	[insert details]
	[insert details]
	[insert details]
	[insert details]
	[insert details]
	[insert details]
	[insert details]
	[insert details]

Supplementary Terms from Clause Bank

1. Other Contributions

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

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

CB1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided or used in accordance with this clause, then the Commonwealth may terminate this Agreement in accordance with clause 19 of Schedule 1 of this Agreement.

2. Activity Budget

CB2.1 The Grantee agrees to use the Grant (and any Other Contributions) and to undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Grant Contributions (GST [incl/ excl])	Other Contributions – Grantee (GST [incl/ excl])	Other Contributions - Third parties (GST [incl/ excl])	Total Cost (GST [incl/ excl])
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]

3. Intellectual property in Activity Material

The following intellectual property terms supplement clause 17 of Schedule 1 (the Commonwealth Standard Grant Conditions).

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 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.

3A. Intellectual property – research

Not applicable.

3B. Creative Commons licence

Not applicable.

4. Access/Monitoring/Inspection

CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- permission to inspect and take copies of any Material relevant to the Activity.

CB4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and Assets

Not applicable.

6. Specified Personnel

CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:

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.

7. 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
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

Definitions

CB8.1 In this Grant Agreement:

Criminal or Court Record	means any record of any Other Offence;
Other Offence	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ul style="list-style-type: none"> (a) an apprehended violence or protection order made against the person; (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance; (c) violence against another person or the injury, but excluding the death, of another person; or (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);
Police Check	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
Serious Offence	means: <ul style="list-style-type: none"> (a) a crime or offence involving the death of a person; (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child; (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or (d) an attempt to commit a crime or offence described in (a) to (c);
Serious Record	means a conviction or any finding of guilt regarding a Serious Offence; and
Vulnerable Person	means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or

(b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

- CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:
- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
 - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
 - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
 - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
 - (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

Definitions

CB9.1 In this Grant 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, as published by the Australian Government (available at: [National Principles for Child Safe Organisations | National Office for Child Safety](#));

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;
- (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; and
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.2(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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; and
- (g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and

(c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Child Protection

Definitions

CB10.1 In this Grant Agreement:

Child or children DFAT defines a 'child' as a person below the age of 18. Child exploitation refers to one or more of the following actions:

- (a) committing or coercing another person to commit an act or acts of abuse against a child
- (b) possessing, controlling, producing, distributing, obtaining or transmitting child exploitation material
- (c) committing an act of grooming, including online grooming
- (d) using a child for profit, labour, sexual gratification, trafficking, forced labour, or any other personal or financial advantage.

Child abuse includes physical abuse, emotional abuse, sexual abuse, ill-treatment, neglect, and online or digital abuse. It also includes a child or children witnessing such abuse against another child or adult. Harm refers to any detrimental effect on a child's physical, psychological or emotional wellbeing.

Harm may be caused by financial, physical or emotional abuse, neglect, and/or sexual abuse or exploitation whether intended or unintended. Victim-survivor: Child victim-survivor is a term used to describe a person under the age of 18 who is, or has been, abused, exploited or harmed.

In undertaking the Activity, the Grantee must comply with, and ensure that individuals and organisations involved in implementing the Activity comply with, DFAT's Child Protection Policy, accessible at: <https://www.dfat.gov.au/childprotection>

CB10.2 DFAT may conduct a review of the Grantee's compliance with DFAT's Child Protection Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Grantee and the Grantee must, at its own cost, participate co-operatively in any such review.

CB10.3 The Grantee must immediately (within 24 hours) report to childprotection@dfat.gov.au any suspected or alleged case of child exploitation, abuse or harm related to the Activity.

CB10.4 In reporting to DFAT as required pursuant to clause 9.3, the Grantee must comply with the *Privacy Act 1988* (Cth) and the privacy provisions in the DFAT Incident Notification Form, accessible at: www.dfat.gov.au/childprotection

11. Harassment Protection from Sexual Exploitation, Abuse and Harassment (PSEAH)

CB11.1 In undertaking the Activity, the Grantee must comply with, and ensure that individuals and organisations involved in implementing the Activity comply with, DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy, accessible at: <http://www.dfat.gov.au/pseah>.

CB11.2 In accordance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy, the Grantee must immediately (within 24 hours) report to seah.reports@dfat.gov.au any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Activity.

CB11.3 In reporting to DFAT as required pursuant to clause x.3, the Grantee must comply with the *Privacy Act 1988* (Cth) and the privacy provisions in the DFAT Incident Notification Form, accessible at <http://www.dfat.gov.au/pseah>.

CB11.4 DFAT may conduct a review of the Grantee's compliance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Grantee and the Grantee must at its own cost participate co-operatively in any such review.

CB11.5 If DFAT finds that the Grantee has failed to comply with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy, the Grantee must promptly, and at the cost of the Grantee, take such actions as are required to ensure compliance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy.

12. Commonwealth Material, facilities and assistance

Not applicable.

13. Jurisdiction

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

14. Grantee trustee of Trust

Not applicable.

15. Fraud

CB15.1 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.

CB15.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB15.3 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.

CB15.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB15.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB15.5 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.

CB15.6 This clause survives the termination or expiry of the Agreement.

16. Prohibited dealings

CB16.1 In this Agreement:

Listed Terrorist Organisation

means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth). This list is available at: <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>;

Consolidated List

means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the *United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth). This list is available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>;

World Bank Listing of Ineligible Firms and Individuals

means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>.

CB16.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:

- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
- (b) are not, and do not become a Listed Terrorist Organisation;
- (c) are not, and do not become listed on the Consolidated List;
- (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
- (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in CB16.2 (b) to (d); and
- (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in CB16.2 (b) to (d).

CB16.3 The Grantee must inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause CB16.

17. Anti-corruption

CB17.1 In this Agreement:

Corrupt Conduct as defined in the National Anti-Corruption Commission Act 2022 (Cth) or conduct that would satisfy that definition if any party involved in the conduct were a 'public official' as defined in that Act.

17.1 The Grantee must not, and must ensure that its officers, employees, agents and subcontractors do not, engage in Corrupt Conduct. If a Grantee becomes aware of any actual or potential Corrupt Conduct, it must report the matter promptly to DFAT and investigate the matter at its own cost.

17.2 Where Corrupt Conduct is found to have occurred in relation to this Agreement, the Grantee must use reasonable efforts to recover any funds lost as a result of the Corrupt Conduct, refer the matter to the appropriate governmental authorities, and, if directed by DFAT, reimburse to DFAT any funds misappropriated through corrupt activities that are recovered by the Grantee.

17.3 The Grantee must comply with any reasonable request, policy or direction issued by DFAT, and otherwise cooperate with DFAT, at its own cost, in relation to any action taken by DFAT required or authorised by the National Anti-Corruption Commission Act 2022 (Cth).

17.4 This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.

18. Step-in rights

Not applicable.

19. Grant Administrator

CB19.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

CB19.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

CB19.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

CB19.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

CB19.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
- (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

CB19.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

CB19.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

20. Management Adviser

Not applicable.

21. Indemnities

CB21.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB21.2 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.

22. Compliance with Legislation and policies

CB22.1 In this Agreement:

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

CB22.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB22.3 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).

23. Work health and safety

CB23.1 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.

CB23.2 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.

CB23.3 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.

24. Transition

Not applicable.

25. Corporate governance

Not applicable.

25A. Incorporation requirement

Not applicable.

26. Counterparts

CB26.1 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.

27. Employees subject to SACS Decision

Not applicable.

28. Program interoperability with National Disability Insurance Scheme

Not applicable.

29. Rollover of surplus and uncommitted funds

Not applicable.

30. Secret and Sacred Indigenous Material

CB30.1 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)

CB30.2 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.

CB30.3 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.

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:	_____ ----- _____

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.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

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.

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 Where DFAT approval is given under Supplementary Terms (clauses 3.1 & 3.2), the Grantee must acknowledge the support of the Department of Foreign Affairs and Trade in all publicity material prepared in relation to the Project, including in all print and electronic acknowledgements, public statements, media and on-site. The following acknowledgment is to be used:

*[Grantee] is supported by the Australian Government through the
Australian Cultural Diplomacy Grants Program"*

3.4 The following DFAT logo should be used in all printed or electronic acknowledgements and public statements, where appropriate. The Grantee must seek and obtain DFAT's written approval to use the logo prior to publication or use. If approval is provided, use of the logo must be in accordance with DFAT Logo and Style Guide accessible on the internet at <https://www.dfat.gov.au/about-us/corporate/logos-and-style-guides>. If the Grantee considers the use of a different DFAT logo to be more appropriate, this should be brought to the attention of the DFAT

Representative at the same time it seeks DFAT approval.



Australian Government

Department of Foreign Affairs and Trade

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, when providing grants to third parties under this agreement, must pass on to those third parties the following obligations:

- (i) Clause 27 (Prohibited Dealings);
- (ii) Clause 28 (Child Protection);
- (iii) Clause 29 (Protection from Sexual Exploitation, Abuse and Harassment);
- (iii) Clause 30 (Compliance with Laws and Policies); and
- (iv) Clause 30 (Fraud).

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.

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:

- (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 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming 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 one month after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

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 amounts payable under another agreement between the Grantee and the Commonwealth.

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

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

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

- a. detail and document the conduct and management of the Activity;
- b. identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- c. enable all receipts and payments related to the Activity to be identified and reported.

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

13. Reporting

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

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

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

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

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

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

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

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

14. Privacy

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

- (a) to comply with the requirements of the Privacy Act 1988 (Cth); and

(b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

15. Confidentiality

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

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

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

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

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

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

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

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

18. Dispute resolution

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

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

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

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

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

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

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

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

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

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

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

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
 - (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
 - (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

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

19.3 Termination for fault

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

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
 - (b) provided false or misleading statements in relation to the Grant; or
 - (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- (d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

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; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **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.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.