



Australian Government

Department of Foreign Affairs and Trade

Standard Grant Agreement

between the Commonwealth of Australia
represented by

Department of Foreign Affairs and Trade

and

(Insert recipient name)

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Grant Agreement (Application number) – ASEAN-Australia Centre 2026-27 Grants Program

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (**Schedule 1**), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)?	
Date from which GST registration was effective?	
Registered office (physical/postal)	
Telephone	
Email	

The Commonwealth

The Commonwealth of Australia represented by the Department of Foreign Affairs and Trade (DFAT), Barton ACT 0221 ABN 47 065 634 525

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms;
- (c) the Standard Grant Conditions (**Schedule 1**);
- (d) the Additional Policies and Terms (Schedule 2);
- (e) the Grant Details;
- (f) the ASEAN-Australia Centre 2026-27 Grants Program Guidelines; and
- (g) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms and the Additional Policies and Terms, 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, the Supplementary Terms or the Additional Policies and 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 (Application number) – ASEAN-Australia Centre 2026-27 Grants Program

A. Purpose of the Grant

The purpose of the Grant is to develop, promote and strengthen understanding and engagement between Australia and Southeast Asia (encompassing ASEAN Member States) in support of Australia's national interests.

Include which grant stream the activity falls under and a brief explanation of the stream:

- This grant falls under Stream 1, Economic engagement. This stream supports initiatives that strengthen economic engagement with Southeast Asia, including private sector-led initiatives focused on priority sectors identified in Invested: Australia's Southeast Asia Economic Strategy to 2040, or initiatives supporting Australian First Nations businesses to build economic engagement with Southeast Asia.
- This grant falls under Stream 2, Creative industry and cultural connections. This stream supports creative industry exchanges, residencies, capacity-building, professional development, skills sharing, creative collaboration, and initiatives supporting export pathways and market development.
- This grant falls under Stream 3, Asia capability. This stream supports initiatives that build Australia's Southeast Asia literacy and capability through student engagement, benchmarking and accreditation tools, and education resources aligned with the Australian Curriculum.

The Grant must only be used for the Grant Activity as described in the Grantee's application for funding dated (date), (Application number) "(Grant name)" as submitted in SmartyGrants.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth – Department of Foreign Affairs and Trade and the Grantee – (Recipient name).

The Grant is being provided as part of the ASEAN-Australia Centre's – 2026-27 Grants Program.

B. Activity

The Grant activity will be as described in the Grantee's application for funding (see above). The Grantee will provide additional details of the activity through the provision of detailed Work/Risk and Strategic Communication Plans, and a Comprehensive Activity Budget. Section D lists the schedule for these required documents.

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]* which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is (Total grant amount) over X years (2026-27) (GST exempt) or Y per Financial Year. GST is not payable on the Grant. Interest cannot be earned on the Grant.

Or for grant of 1 year duration: The total amount of the Grant is (Total grant amount) (GST exempt). GST is not payable on the Grant. Interest cannot be earned on the Grant.

Bank Account

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

Account Name:	
BSB Number	
Account Number:	
Bank Name:	

The Grant will be paid in one upfront tranche by the Commonwealth on execution of the grant agreement, and compliance by the Grantee with its obligations under this Agreement.

Or

The Grant will be paid in instalments by the Commonwealth upon completion, and acceptance, of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Payment

Milestone	Anticipated date	Amount (no GST applies)
Payment	Upon execution of the grant	\$(insert amount) 50% of initial first year's payment.
Payment	Upon acceptance of: • Work/Risk Plan • Strategic Communication Plan • Comprehensive Activity Budget.	50% of initial first year's payment.
Payment	Upon acceptance of: • Updated Work/Risk Plan • Updated Strategic Communication Plan • Updated Comprehensive Activity Budget • Progress report.	Second year payment.
Total Amount		\$(insert amount)

Invoicing

Payment of the Grant will be made following submission by the Grantee of a correctly rendered tax invoice. The invoice must include the DFAT reference (application number), a Purchase order number and be addressed to aseanaustraliacentre.grants@dfat.gov.au.

E. Reporting

Required reporting

Milestone	Anticipated date
Work/Risk Plan	
Strategic Communication Plan	
Comprehensive Activity Budget	
Financial acquittal	31 July 202Y
Progress report	(approximately every 6 months)
Updated Work/Risk and Strategic Communication Plans	(approximately every 6 months)
Updated Comprehensive Activity Budget	(approximately every 6 months)
Financial acquittal	31 July 202Y
Final financial acquittal	(one month from activity end date)
Final progress report and evaluation	(one month from activity end date)

Within one month of completion of the Grant Activity, the Grantee must acquit the Grant Funds in a Results and Acquittal Report as specified in Schedule 1, 10.2.

F. Party representatives and address for notices

Grantee's representative and address

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

Commonwealth representative and address

Name	
Position	Head, ASEAN-Australia Centre Office of Southeast Asia
Postal/physical address(es)	Department of Foreign Affairs and Trade, Barton ACT 0221
Business hours telephone	+61 2 6261 1333
E-mail	aseanaustraliacentre.grants@dfat.gov.au

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. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (GST exclusive)

G1.2 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 in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of the General Grant Conditions.

G2. Activity budget

G2.1 The Grantee agrees to use the Grant, and any Other Contributions, and undertake the Activity consistent with the following budget:

Expenditure Item	Description	DFAT Funded (GST exclusive)	Other Contributions – Grantee / Third Parties (GST exclusive)	Total Cost (GST exclusive)
Wages and Fees				
Travel Costs				
Event or Production Costs				

Expenditure Item	Description	DFAT Funded (GST exclusive)	Other Contributions – Grantee / Third Parties (GST exclusive)	Total Cost (GST exclusive)

G3. Intellectual property in Activity Material

G3.1 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.

G3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Grantee's Activity Material as specified in the Grant Details for Commonwealth Purposes.

G3.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause G3.4) will not infringe any third party's Intellectual Property Rights.

G3.4 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.

G3.5 Any other requirements regarding providing content (photos, videos etc) to the Centre for the promotion of grant activities.

G4. Relevant qualifications, skills or checks

G4.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

G5. Access/monitoring/inspection

G5.1 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.

G5.2 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 G5.1.

G5.3 This clause G5.1 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G6. Work Health and Safety

G6.1 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.

G6.2 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 G6.1.

G6.3 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.

G7. Compliance with Legislation and policies

G7.1 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

G7.2 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).

G8. Jurisdiction

G8.1 This Agreement is governed by the law of the Australian Capital Territory, Australia.

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade	
Name: (print)	.....
Position: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

[Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.]

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 name of the trustee (NOT the Trust) as the 'name' of the Grantee - as the trustee is the legal entity entering into the Agreement. If requested by the Grantee, the words 'as trustee of the XXX Trust' could be included at the end of the name.]

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.

2.5 The Grantee agrees to hold the Grant in an account 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.

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.

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

5.1 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.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

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.

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.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

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

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

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

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

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

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

12. Record keeping

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

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

(b) identify the receipt and expenditure of the Grant (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);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

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

15. Confidentiality

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

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

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth 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 effect and maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

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

17. Intellectual property

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.

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Schedule 2: Additional Policies and Terms

Applicable DFAT Policies

1.1. Fraud

Definitions

1.1.1. In this clause:

- a. **'Fraud'** means, in delivering the Goods and/or Services under the Agreement, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud; and
- b. **'Personnel'** means the personnel, officers, employees, agents and subcontractors of the Grantee.

1.1.2. The Grantee must not, and must ensure that any Grantee Personnel do not, engage in any Fraud and must take all reasonable steps to prevent and detect Fraud, including Fraud by Grantee Personnel.

Notification of Fraud

1.1.3. If the Grantee becomes aware of a Fraud relating to the performance of this Agreement (including any Grantee Personnel), it must report the matter to DFAT, in writing, within five (5) Business Days of becoming aware of the Fraud. The report must contain the following information:

- a. a chronology of facts which are relevant to the Fraud;
- b. the names of Grantee Personnel and other persons suspected of engaging in the Fraud;
- c. copies of any documents which are relevant to the Fraud;
- d. the current status of any inquiries commenced by the Grantee into the Fraud; and
- e. any other information reasonably required by DFAT.

Recovery and Investigation

1.1.4. The Grantee, in consultation with DFAT, must take all necessary action to recover, replace or return to DFAT any misappropriated material, funds or property.

1.1.5. The Grantee must investigate all Fraud at the Grantee's expense and in accordance with any reasonable directions or standards required by DFAT. After the investigation is completed, the Grantee must promptly report full details of any Fraud to:

- a. DFAT (unless the Grantee is under a legal obligation not to report a Fraud to DFAT); and
- b. the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless DFAT agrees otherwise in writing.

DFAT's Rights

1.1.6. If the Grantee or any Grantee Personnel have engaged in suspected Fraud, or if DFAT discovers that a Fraud has not been reported to DFAT in accordance with clause 1.1.3, DFAT may terminate this Agreement in accordance with clause 19.3 of the Commonwealth Standard Grant Conditions – Termination for Fault.

1.1.7. This clause survives the termination or expiration of this Agreement, including with respect to any Fraud which is not detected until after this Agreement has expired.

1.2. Anti-Corruption

Definitions

1.2.1. In this clause:

- a. **'Corrupt Conduct'** means 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;
- b. **'Personnel'** means the personnel, officers, employees, agents and subcontractors of the Grantee.

Corrupt Conduct Prohibited

- 1.2.2. The Grantee must not, and must ensure that its Personnel 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.
- 1.2.3. If 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 Conduct that are recovered by the Grantee.
- 1.2.4. 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).

DFAT's Rights

- 1.2.5. If the Grantee fails to comply with its obligations under this clause 0, DFAT may terminate this Grant immediately for default under clause 19.3 of the Commonwealth Standard Grant Conditions – Termination for Fault.
- 1.2.6. This clause is an essential term of the Agreement and survives the termination or expiry of this Agreement, including with respect to any Corrupt Conduct which is not detected until after this Agreement has expired.

1.3. Child Protection

- 1.3.1. In undertaking the Activity, the Grantee must comply with, and ensure that individuals and organisations involved in implementing the Activity comply with, DFAT's Child Protection Policy, accessible at: <https://www.dfat.gov.au/childprotection>.
- 1.3.2. 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.
- 1.3.3. 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.
- 1.3.4. In reporting to DFAT as required pursuant to clause 1.3.3, 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

1.4. Protection from Sexual Exploitation and Harassment Policy (PSEAH)

- 1.4.1. 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>.

- 1.4.2. 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 or harassment that relates to the Activity.
- 1.4.3. In reporting to DFAT as required pursuant to clause 1.4.2, 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>.
- 1.4.4. 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.
- 1.4.5. 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.
- 1.5. Prohibited Dealings**
- 1.5.1. The Grantee must ensure that it and any individuals, persons, entities or organisations involved in implementing the Activity under this Agreement, including its officers, employees, agents and subcontractors, are not:
- a. directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
 - b. listed terrorist organisations for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed terrorist organisations are available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>);
 - c. listed state sponsors of terrorism for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed state sponsors of terrorism are available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/state-sponsors-of-terrorism/listed-state-sponsors-of-terrorism>);
 - d. subject to sanctions or similar measures under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
 - e. listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>;
 - f. owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in clauses 1.5.1.a to 1.5.1.e above; or
 - g. providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations referred to in clauses 1.5.1.a to 1.5.1.f above.
- 1.5.2. Where the Grantee becomes aware that there are reasonable grounds to suspect it or any of its officers, employees, agents and subcontractors has or may have contravened any part of clause 1.5, the Grantee must:
- a. notify DFAT and confirm that information in writing as soon as possible, which must be no later than within 24 hours;
 - b. immediately take all reasonable action to mitigate the risks; and
 - c. take any other action required by DFAT.
- 1.5.3. The Grantee must ensure that any subcontract entered into by the Grantee for the purposes of fulfilling its obligations under this Agreement imposes on the subcontractor the same obligations that the Grantee has under this clause, including this requirement to impose obligations on any further subcontractor.

1.6. Modern Slavery

- 1.6.1. 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.
- 1.6.2. For the purpose of this clause 1.6.3, a 'modern slavery statement' is given the meaning in the Modern Slavery Act 2018 (Cth) as amended from time to time.
- 1.6.3. 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).

1.7. Travel advice and visas

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

Where travel overseas is involved in the Activity, the Grantee should subscribe to Smartraveller alerts (Homepage | Smartraveller).

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

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

1.8. Good Faith

- 1.8.1. At all times the Grantee will act in good faith in its dealings with the Commonwealth in relation to this Agreement with the Commonwealth
- 1.8.2. Without limiting clause 1.8.1, 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.

Working with Children Statement of Compliance

(clause 1.3)

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:
 - ☐ 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)