# Streamlined Grant Agreement

## between the Commonwealth represented by

## Department of Social Services

## and

## **[Organisation]**

## Agreement Id: X-XXXXXX

## Schedule Id: X-XXXXXX

## Grant Agreement

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

## Parties to this Agreement

### The Grantee (you)

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 office (physical)

Telephone:

Fax:

Email:

### The Commonwealth (us)

The Commonwealth of Australia represented by the Department of Social Services
Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900
ABN **36 342 015 855**

## Background

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

You agree 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 (if any);

(c) the General Grant Conditions (Schedule 1);

(d) the Grant Details;

(e) any other document referenced or incorporated in the Grant Details. Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the ‘Agreement’ in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes

# Grant Details

## A. Purpose of the Grant

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated xxxx.

The Grant is being provided as part of the xxxx programme.

The purpose of the Grant is to:

xxxx

## B. Activity

B1. In carrying out the Activity you must:

(a) comply with any codes of ethics, regulations or other industry standards relevant to the Activity;

(b) comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs; and

(c) comply with any Commonwealth or departmental policy notified to you in writing; including any new or altered Commonwealth or departmental policy.

Activity Details:

xxxx

Activity Performance Indicators:

|  | Performance Indicator Description  | Measure |
| --- | --- | --- |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

The information listed below on location, service area and the attributed DSS funding amounts will be used by us to provide reports, by region, on DSS’s funding.

The information may be published on a Commonwealth web site.

Unless specified as part of Activity Details, any changes to the location or service area information must be advised to us in writing within thirty (30) Business Days of any change commencing and will be subject to our written approval.

### **Location Information**

The Activity will be delivered from the following site location/s

|  | Location Type  | Name  | Address |
| --- | --- | --- | --- |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |

### Service Area Information

The Activity will service the following service areas

|  | Type | Service Area |
| --- | --- | --- |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

## C. Duration of the Activity and Agreement

The Agreement starts on DATE and ends on DATE, the Agreement Completion Date.

C.1 The (enter name) Activity starts on DATE and ends on DATE, the Activity Completion Date.

## D. Payment of the Grant

The total amount of the Grant is $XXXX (GST [incl/excl]).

You must ensure that the Grant is held in an account in your name and which you control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

Your nominated bank account into which the Grant is to be paid is;

BSB Number:

Financial Institution:

Account Number:

Account Name:

The Grant will be paid in instalments by us upon your completion of the agreed Milestones, and your compliance with your obligations under this Agreement.

Your funding may be adjusted by indexation.  You will be notified in writing if this occurs.

Milestone:

Anticipated date:

Amount (excl.GST):

SACS:
GST Total (incl.GST):

### Taxes, duties and government charges – Government Related Entity

D.1 In this clause:

(a) the term ‘GST Act’ means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(b) the terms ‘supply’, ‘supplier’, ‘taxable supply’, ‘tax invoice’, ‘GST’, ‘input tax credit’ and ‘decreasing adjustment’ have the same meaning as given in the GST Act; and

(c) ‘receiver of the supply’ has the same meaning as the term ‘recipient’ has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

(a) the parties are both ‘government related entities’ as defined in the GST Act;

and either:

(b) the payment of the Grant:

(i) is covered by an appropriation under an Australian law; and

(ii) is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or

(c) the payment of the Grant is a kind of payment specified in regulations made for the purposes of s 9-17 of the GST Act.

D.3 On the basis of the matter described in clause D.2, the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

D.4 You must 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 clause.

D.5 If, despite clauses D.2 and D.3, one party (‘supplier’) makes a taxable supply to the other party (‘receiver of the supply’) under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each Party:

(a) has quoted its Australian Business Number to the other; and

(b) must tell the other of any changes to the matters covered by this clause.

D.8 This clause survives the expiry or termination of this Agreement or any aspect of it.

GST Provisions – You are registered or required to be registered for GST

D.1. In this clause:

(a) the term ‘**GST Act**’ means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(b) the terms ‘**supply**’, ‘**supplier**’, ‘**taxable supply**’, ‘**tax invoice**’, ‘**GST**’, ‘**input tax credit**’, ‘**decreasing adjustment**’ and ‘**adjustment note**’ have the same meaning as given in the GST Act; and

(c) the term ‘**RCTI**’ means a ‘recipient created tax invoice’ as defined in the GST Act. For the purpose of this Agreement, an RCTI is a tax invoice belonging to a class of tax invoices that the AustralianCommissioner of Taxation has determined in writing may be issued by the receiver of the supply; and

(d) ‘**receiver of the supply**’ has the same meaning as the term ‘recipient’ has in the GST Act.

D.2 You must 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 clause.

D.3 If one party (‘**supplier**’) makes a taxable supply to the other party (‘**receiver of the supply**’) under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice or RCTI, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.4 If an amount on account of GST has been included in the consideration for a supply under this Agreement, the amount of GST is as specified in this Item D.

D.5 If an amount on account of GST has been included in the consideration for a supply under this Agreement and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each party:

(a) is registered for GST purposes;

(b) has quoted its Australian Business Number to the other; and

(c) must tell the other of any changes to the matters covered by this clause.

D.8 We (as the receiver of the supply) will issue RCTI(s) and any adjustment notes for any taxable supplies you makes to us under this Agreement within 28 days of us determining the value of the taxable supplies in question.

D.9 You must not issue tax invoices or adjustment notes for taxable supplies you make to us under this Agreement.

D.10 Both parties must comply with the determination scheduled to GST Ruling 2000/10.

D.11 We will not issue RCTI(s) or adjustment notes for taxable supplies you make to us under this Agreement at any time that either Party fails to comply with any of the requirements in clauses D.7 to D.11.

## E. Reporting

You agree to create the following reports in the form specified and to provide the reports to our representative in accordance with the following:

Milestone:

Activity if Applicable:

Information to be included:

Due date:

E.1 Performance Reports

E.2 Activity Work Plan

E.3 Annual Report

E.4 Accounting for the Grant

You must enter how the grantee is to account for the Grant – refer the Financial Acquittal Policy

See also G4

Option 1: For all Risk types where Grant Value is Less than $10,000 (per annum) Sample Declaration

We may ask you to send us a financial declaration. A financial declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The financial declaration must be certified by your board, the chief executive officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

If you have received SACS Supplementation for the Activity, you must provide us with a declaration that,

(a) you used the SACS Supplementation specified in Item C of the Schedule for the Activity only to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision; and

(b) specifies the amount, if any, of the SACS Supplementation provided for the Activity that remains unspent and uncommitted.

Option 2 (Select as default): For Low Risk where Grant Value is greater than $10,000 (per annum) Financial Declaration

A financial declaration must be submitted for each financial year funded under this Grant Agreement. A financial declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The financial declaration must be certified by your board, the chief executive officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

If you have received SACS Supplementation for the Activity, you must provide us with a declaration that,

(a) you used the SACS Supplementation specified in Item C of the Schedule for the Activity only to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision; and

(b) specifies the amount, if any, of the SACS Supplementation provided for the Activity that remains unspent and uncommitted.

Option 3: For Medium Risk where Grant Value is greater than $10,000 AND For High and Extreme Risk where Grant Value is between $10,000 and $250,000 (per annum)

### Non-Audited Financial Acquittal Report

You are required to provide a Non-Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Terms and Conditions of this Grant Agreement). If you have received SACS Supplementation for the Activity, you must provide us with a declaration that,

(a) you used the SACS Supplementation specified in Item C of the Schedule for the Activity only to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision; and

(b) specifies the amount, if any, of the SACS Supplementation provided for the Activity that remains unspent and uncommitted.

### E.5 Other Reports

## F. Party representatives and address for notices

### Your representative and address

Your representative name:

Position:

Postal/physical address(es):

Business hours telephone:

Mobile:

Fax:

E-mail:

### Our representative and address

Our representative name:

Position:

Postal/physical address(es):

Business hours telephone:

Mobile:

Fax:

E-mail:

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

Not Applicable

[OR]

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant for an Activity.

G1.2 You will notify us of any Other Contributions including:

1. the name of the entity providing the Other Contribution;
2. the nature of the contribution (e.g. cash, access to equipment, secondment of personnel);
3. the amount; and
4. the timing (e.g. by date or reference to a Milestone).

G1.3 You agree 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 we may:

(a) suspend payment of the Grant until the Other Contributions are provided; or

(b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

### G2. Activity budget

Not Applicable

[OR]

G.2.1 You agree to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:

[*insert details*]

[The following list provides an example of how you might specify the expenditure of the Grant within the Activity Budget.]

Description of each expenditure item, including  reference, where relevant;

Amount of Grant contributed to this expenditure item

Other Contributions (as per Supplementary Condition G1.1);

Total Cost

### G3. Record keeping

G3. 1 You agree to maintain the following records:

1. identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the your accounts and records so that at all times the Grant is identifiable; and
2. keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
3. [*insert other requirements*]

G3.2 You agree to maintain the records for five years after the Completion Date and provide copies of the records to our representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### G4. Audit

See also Item E4

Not Applicable

[OR]

G4.1 You agree to provide us with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

1. a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
2. a member of CPA Australia; or
3. a member of the National Institute of Public Accountants in Australia; or
4. a member of the Institute of Chartered Accountants in Australia;

who is not a principal member, shareholder, officer or employee of you or a related body corporate.

### G5. Activity Material

G5.1 You agree, on request from us, to provide us with a copy of any Activity Material in the format reasonably requested by us.

G5.2 You provide us a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 You warrant that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party’s Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

### G6. Access

G6.1 You agree to give us, or any persons authorised in writing by us, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 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 G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

### G7. Equipment and assets

G7.1 You agree to obtain our prior written approval to use the Grant to purchase any equipment or asset for more than $5,000 (including GST), apart from those listed in the Budget and/or detailed below:

1. [*insert list of approved equipment and assets*]

G7.2 You agree to maintain a register of all equipment and assets purchased for $5,000 (including GST) or more with the Grant in the form specified below and to provide the register to us upon request.

[*insert details*]

[The following table provides an example of how you might design an equipment and assets register.]

Item Number – [insert reference]

Description - [insert description of the equipment or asset]

Grant Contributions - [insert amount of Grant contributed to this item]

Your Other Contributions - [insert amount of Grantees own funds contributed to this item]

Other Contributions – Third Parties - [insert amount of other sources of funding contributed to this item]

Total Cost - [insert total amount cost of the item]

G7.3 You agree to use the equipment and assets for the purposes of the Activity.

G7.4 You agree that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

### G8. Relevant qualifications or skills

G8.1 You agree to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:

1. [*insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for police clearance, certificate 4 etc)*]

G8.2 The Specified Personnel for the Activity are:

1. <insert name> who must <insert role they must perform>

### G9. Activity specific legislation, policies and industry standards

Not Applicable

[OR]

### SACS Supplementation

G9.1 This clause applies to an Activity to the extent that your employees performing that Activity are subject to the SACS Decisions.

G9.2You warrant that at least some of your employees engaged in carrying out the Activity are covered by the SACS Decisions.

G9.3  You must

* 1. only use the SACS Supplementation specified in Item D of the Schedule for the Activity to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision;
	2. ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award entitlements for the term of this Agreement.
	3. repay any unspent and uncommitted SACS Supplementation as specified under clause 10 of this Agreement.

G9.4 For each Activity, you must provide us with a written document certifies that you spent the SACS Supplementation provided for the Activity in accordance with this Item G9.

**SACS Award** means the Social, Community, Home Care and Disability Services Industry Award 2010.

**SACS Decisions** means the decisions made by:

(i) the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or

(ii)  the Western Australia Industrial Relation Commission on 29  August 2013.

**SACS Supplementation** means the part (if any) of the Grant amount for an Activity that is specified in Item D as being the ‘SACS Supplementation’ for the Activity, which is provided to you to meet the increase in wages for the Grantee’s employees carrying out the Activity that resulted from the SACS Decision.

G9.5 You agree to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

1. [*insert relevant legislation, policies and/or industry standards*]

### G10. Commonwealth Material, facilities and assistance

Not Applicable

or

G10.1 In this Agreement, Commonwealth Material means any Material provided by us to you for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.

G10.2 We agree to provide the following Material to you:

1. [*insert details*] [OR]Not Applicable

G10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

G10.4 We grant you a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. You must, if requested, return all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement.

G10.5 We agree to provide the following facilities and assistance to you for the purpose of the Activity:

1. [*insert details*] [OR] Not Applicable

G10.6 You agree to comply with any directions or requirements notified by us when accessing the facilities and assistance.

### G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

### G12 Grantee trustee of a Trust

Not Applicable

[OR]

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 You warrant that you:

1. are the sole trustee of the Trust; and
2. have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
3. have entered into this Agreement for the proper administration of the Trust; and
4. have all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
5. have the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by Department of Social Services ABN 36 342 015 855 ("us", "we" or "our")

Name:

(print)

Position:

(print)

Signature and date:

Witness Name:

(print)

Signature and date:

Grantee:

Full legal name of the Grantee:

("you" or "your"):

Signatory Name:

(print)

Signature and date:

Witness Name:

(print)

Signature and date:

Name of Company:

("you" or "your")

Director’s Name:

(print)

Signature and date:

Director/Company Secretary Name:

(print)

Signature and date:

Full legal name of the Grantee:

("you" or "your"):

Public Officer’s Name:

(print)

Signature and date:

Committee Member/ Secretary Name:

(print)

Signature and date:

Full legal name of the Grantee:

 ("you" or "your")

Partner’s Name:

(print)

Signature and date:

Witness Name:

(print)

Signature and date

**DSS Streamlined Grant Agreement - General Grant Conditions - Schedule 1**

**1. Undertaking the Activity**

You agree to undertake the Activity in accordance with this Agreement.

**2. Acknowledgements**

You agree to acknowledge our support in Material published in connection with this Agreement and agree to use any form of acknowledgment we reasonably specify.

**3. Notices**

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party’s representative.

**4. 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.

**5. Subcontracting**

5.1 You remain responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 You agree to make available to us the details of any of your subcontractors engaged to perform any tasks in relation to this Agreement upon request.

5.3 You must ensure any subcontract entered into for the purposes of this Agreement is consistent with your obligations binding on you under this Agreement.

**6. Conflict of interest**

You agree to notify us promptly of any actual, perceived or potential conflicts of interest which could affect your performance of this Agreement and agree to take action to resolve the conflict.

**7. Variation**

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

**8. Payment of the Grant**

8.1 We agree to pay the Grant to you in accordance with the Grant Details.

8.2 We may by notice withhold payment of any amount of the Grant where we reasonably believe you have not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps you can take to address those reasons.

8.4 We will pay the withheld amount once you have satisfactorily addressed the reasons contained in a notice under clause 8.2.

**9. Spending the Grant**

9.1 You agree to spend the Grant for the purpose of undertaking the Activity only.

9.2 You agree to provide a statement signed by you verifying the Grant was spent in accordance with the Grant Details.

**10. Repayment**

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is unspent at the expiry or earlier termination of this Agreement, you agree to repay that amount to us unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by us from subsequent payments of the Grant.

**11. Record keeping**

You agree to maintain records of the expenditure of the Grant.

**12. Intellectual Property**

12.1 You own the Intellectual Property Rights in Material created undertaking the Activity.

12.2 You give us a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for our Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

**13. Privacy**

13.1 When dealing with Personal Information in carrying out the Activity, you agree not to do anything which, if done by us, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988*.

13.2 You must notify us in writing of any breach or possible breach of this clause 13.

**14. Confidentiality**

14.1 Confidential information means information that:

(a) The Parties know, or ought to know is confidential; or

(b) Notified by one Party to the other Party in writing.

14.2 The Parties agree not to disclose each other’s confidential information without prior written consent unless required or authorised by law or Parliament.

**15. Insurance**

You agree to maintain adequate insurance for the duration of this Agreement and provide us with proof when requested.

**16. Indemnities**

16.1 You indemnify us, our officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 Your obligation to indemnify us will reduce proportionally to the extent any act or omission involving fault on our part contributed to the claim, loss or damage.

**17. Use of Specified Personnel**

17.1 If Specified Personnel are identified in the Grant Details you must inform us in writing if the Specified Personnel is unavailable or unable to undertake the Activity.

17.2 We must agree to any change in Specified Personnel.

**18. Vulnerable Persons**

18.1 This clause 18 apples if the Activity, or any part of the Activity involves working with or contact with Vulnerable Persons.

18.2 You agree when engaging or deploying a person (whether as an officer, employee, contractor, or volunteer) in relation to any part of the Activity they will comply with the Department of Social Services “Vulnerable Persons, Police Check and Criminal Offences” policy available at www.dss.gov.au as amended from time to time.

**19. Dispute resolution**

19.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

19.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

19.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

**20. Termination for default**

20.1 We may terminate this Agreement by notice where we reasonably believe you:

1. have breached this Agreement and we consider the breach cannot be rectified;
2. have breached this Agreement and you do not rectify the breach within 10 business days after we give notice;
3. have provided false or misleading statements in your application for the Grant; or your application for the Grant was incomplete or incorrect;
4. have become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration;
5. have, in relation to this Agreement, breached a law of the Commonwealth, or of a State or Territory;
6. you have had a Change in the Control, that we, after discussion with you, believe will negatively affect your ability to comply with this Agreement; or
7. you have had a Change in Circumstance, that we, after discussion with you believe will negatively affect your ability to comply with this Agreement, and that cannot be rectified within 20 business days or such longer period agreed by both Parties.

20.2 If we terminate the Agreement in accordance with clause 20.1 (e), (f) or (g) we may at our discretion request you enter into a new agreement on different terms and conditions to deliver the Activity.

**21. Termination for convenience**

21.1 Even though you are not in default, we may terminate or reduce the scope this Agreement by written notice.

21.2 You agree on receipt of a notice of termination under this clause to:

1. stop the performance of your obligations as specified in the notice; and
2. take all available steps to minimise loss resulting from that termination.

21.3 In the event of termination under this clause we will be liable only to:

1. pay any part of the Grant due and owing to you under this Agreement at the date of the notice; and
2. reimburse any reasonable expenses you unavoidably incur that relate directly to the termination and are not covered by 21.3(a).

21.4 Our liability to pay any amount under this clause is subject to:

1. your compliance with this Agreement; and
2. the total amount of the Grant.

21.5 You will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on you.

**22. Survival**

Clauses 10, 11, 12, 13, 14, 16, 22 and 23 survive termination, cancellation or expiry of this Agreement.

**23. Definitions**

In this Agreement, unless the contrary appears:

* **Activity** means the activities described in the Grant Details.
* **Activity Material** means any Material, other than Reporting Material, created or developed by you as a result of the Activity.
* **Agreement** means the Grant Details, Supplementary Terms (if any), the General Grant Conditions and any other document referenced or incorporated in the Grant Details.
* **Change in the Control** means any change in any person(s) who directly exercise effective control over you.
* **Change in Circumstance** means any significant change to you, including but not limited to:
1. Loss of Specified Personnel;
2. Significant loss of staff delivering the Activity;
3. Changes to the location of premises where the Activity is delivered;
4. Changes in your governance arrangements;
5. Changes to your financial management of the Grant;
6. Increased adverse issues management outcomes; and
7. Any negative impact on your financial viability.
* **Commonwealth General Grant Conditions** means this document.
* **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
* **Completion Date** means the date or event specified in the Grant Details.
* **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
* **Grant** means the money, or any part of it, payable by us to you as specified in the Grant Details.
* **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 you or us.
* **Personal Information** has the same meaning as in the *Privacy Act 1988.*
* **Reporting Material** means all Materialthat you are required to provide to us for reporting purposes as specified in the Grant Details.
* **Specified Personnel** means the personnel, if any, required to undertake the Activity or part of the Activity as set out in Item G8 of the Grant Details.
* **us, we and our** means the Commonwealth of Australia as represented by the agency specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
* **Vulnerable Person** means:
1. a child, being an individual under the age of 18; or
2. an individual aged 18 years and above who is or may be unable to take care of themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.
* **you** or **your** means the legal entity specified in the Agreement and includes, where relevant, your officers, employees, contractors and agents.