Grant Funding Agreement

between the Commonwealth of Australia
represented by the National Blood Authority

and

(***insert Grantee***)

DRAFT

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Commonwealth General Grant Conditions....Schedule 1

Grant Agreement [insert reference number/name]

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 and the Grantee.

Parties to this Agreement

The Grantee

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

The Commonwealth

The Commonwealth of Australia represented by [*full entity name*]
[*address*]
ABN [*insert entity ABN*]

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 (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 [insert reference number/name]

A. Purpose of the Grant

The Grant is being provided as part of the National Blood Sector Research and Development Pilot project.

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*].

B. Activity

The Grantee agrees to conduct the following Activity in accordance with this Agreement:

[*insert details*]

C. Duration of the Activity

The Activity starts on [*insert date/event*] and ends on [*insert date/event*], the Completion Date.

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

D. Payment of the Grant

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

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

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

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

Milestone	**Anticipated date**	**Amount (excl. GST)**	**GST**	**Total (incl. GST)**
[*insert relevant event e.g. on signature of agreement or acceptance of progress report*]	[*insert date*]	$[*insert amount*]	$[*insert amount*]	$[*insert amount*]
Total Amount		$[*insert amount*]	$[*insert amount*]	$[*insert amount*]

Invoicing

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

[*insert invoicing details*]

[OR]

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes it relation to the Activity.

[*insert RCTI details*]

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:

[*insert details of reports required (e.g. milestone or progress reports, financial reports or data that directly contributes to the monitoring and evaluation of the Activity and the Grantee's performance)*]

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[*insert details*]
Position	[*insert details*]
Postal/physical address(es)	[*insert details*]
Business hours telephone	[*insert details*]
Mobile	[*insert details*]
Fax	[*insert details*]
E-mail	[*insert details*]

Commonwealth representative and address

Name of representative	[*insert details*]
Position	[*insert details*]
Postal/physical address(es)	[*insert details*]
Business hours telephone	[*insert details*]
Mobile	[*insert details*]
Fax	[*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.

G. Supplementary Terms

G1. Other Contributions

Not Applicable

[OR]

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

Contributor	**Nature of Contribution**	**Amount (incl. GST)**	**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*
		$	

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 18 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**	**Grant Contributions**	**Other Contributions - Grantee**	**Other Contributions - Third Parties**	**Total Cost**
[*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*]

G3. Record keeping

G3. 1 The Grantee agrees to maintain the following records:

(a) 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

(b) 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.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

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

G4. Audit

Not Applicable

[OR]

G4.1 The Grantee agrees to provide the Commonwealth 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:

(a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or

(b) a certified Practising Accountant; or

(c) a member of the National Institute of Accountants; or

(d) a member of the Institute of Chartered Accountants;

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

G5. Activity Material

G5.1 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.

G5.2 The Grantee provides the Commonwealth 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 The Grantee warrants 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 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, 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

Not Applicable

[OR]

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or asset for more than $5,000 (excluding GST), apart from those listed in the Budget and/or detailed below:

(a) [*insert list of approved equipment and assets*]

G7.2 The Grantee agrees 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 the Commonwealth upon request.

Item Number	**Description**	**Grant Contributions**	**Other Contributions - Grantee**	**Other Contributions – Third Parties**	**Total Cost**
[*insert reference*]	[*insert description of the equipment or asset*]	[*insert amount of Grant contributed to this item*]	[*insert amount of Grantees own funds contributed to this item*]	[*insert amount of other sources of funding contributed to this item*]	[*insert total amount cost of the item*]

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee agrees 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

[Not applicable]

G9. Activity specific legislation, policies and industry standards

[Not applicable]

G10. Commonwealth Material, facilities and assistance

[Not applicable]

G11. Jurisdiction

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

G12. Grantee trustee of a Trust

[Not applicable]

G13. Other Terms

G13.1 The Grantee must not commit any part of the Grant for expenditure that is likely to occur after the Completion Date without prior written approval from the Commonwealth.

G13.2 Moneys earned by the Grantee as interest on the Grant are deemed to form part of the Grant for all purposes of this Agreement, and must be used and dealt with by the Grantee accordingly.

G13.3 The Grantee acknowledges that:

(a) the Reporting Material may be provided by the Commonwealth to the Jurisdictional Blood Committee; and

(b) the Commonwealth may include information concerning the Activity, including information from the Reporting Material, in publicly available material produced by the Commonwealth (subject to prior consultation with the Grantee where possible).

[Where the Grant is provided for an Early Career Research Grant]

G13.4 In relation to the individual researcher who is to be the recipient of an Early Career Research Grant, the Grantee agrees to:

(a) ensure that the researcher signs a researcher acknowledgement as specified in Schedule 2 prior to the commencement of the Activity and the payment of any part of the Grant;

(b) ensure proper academic supervision of the researcher in respect of the Activity;

(c) ensure the researcher applies the Grant only for the purpose of the Activity in accordance with this Agreement.

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by [*insert entity*]	
Name: (print) Position: (print) Signature and date:	---------- ---------- ----------
Witness Name: (print) Signature and date:	---------- ----------

Grantee:

[To be included as applicable]

1. Undertaking the Activity
The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements
The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

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 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest
The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees 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 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has 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 the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant
9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee 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 additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

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

11. Record keeping
The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property
12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth 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
When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality
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
The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

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

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

17. Dispute resolution

17.1 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.

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

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

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

(a) has breached this Agreement; or

(b) has provided false or misleading statements in their application for the Grant; or

(c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel 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 believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

(a) stop the performance of the Grantee's obligations as specified in the notice; and

(b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, 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 expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

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

(a) the Grantee's compliance with this Agreement; and

(b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. 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 the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated 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 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 the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity 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*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.