



Australian Government

Relational Grant Agreement

between

the Commonwealth represented by
the Department of Social Services

and

[insert Grantee name]

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Introduction and Instructions (delete this section before you distribute this document to any potential grant recipients)

- The purpose of this template is to draft a funding agreement which is a relational contract with the grantee.
- The Department defines relational contracting to be an approach to managing Commonwealth grant funding that prioritises long-term partnerships and shared outcomes. It provides a flexible, adaptive framework that supports collaboration, responds to emerging evidence, and reflects local contexts. Relational contracting seeks to achieve better outcomes for families and children and strengthen the Department's relationships with the community services sector.
- Depending on the nature of the overarching outcomes that are sought to be achieved through a grant activity, and the extent to which the parties' interests are shared and aligned with achieving those outcomes, a relational contracting approach can be more effective at achieving those outcomes than the more traditional contracting approach.
- A relational contracting approach essentially allows for greater flexibility than a traditional contracting approach. Such flexibility can support the grantee to adopt innovative approaches and respond to a changing environment in which the grant activity is being undertaken.
- With respect to grant agreements, a relational contracting approach can have benefits over a traditional contracting approach where:
 - the intended overarching outcomes of the relevant grant are precisely described, such that the parties will not have differing views about when those outcomes have not been achieved;
 - the parties wish to allow some flexibility as to how those outcomes are achieved (via grant activities); and
 - the parties' interests are shared and aligned with achieving those outcomes. This is more likely to be the case where the grantee has been established for a purpose that is, or it has objects that are, aligned with those outcomes (as opposed to the main aim of the grantee being to make a profit).
- The aim of this template is to support the planned, effective and efficient management of relational contracting with respect to grant agreements. It helps to ensure good practice, even if personnel change.
- Changes should only be made to this template where it is indicated by the drafting notes. Part C is not for negotiation. Take care to ensure the Department's rights under this agreement are not limited or removed by what is agreed by the parties.
- Instructions to assist you to complete this Agreement are shown in red text. Areas requiring input are highlighted in yellow. Don't forget to delete those instructions before this document is issued to potential grantees.
- Standard model clauses are in black text and are not highlighted. Don't forget to delete any options you do not use.

Grant Agreement

Once completed and executed, this document forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

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

The Commonwealth

The Commonwealth of Australia represented by Department of Social Services
71 Athllon Drive, GREENWAY ACT 2900
ABN 36 342 015 855

Background

The Commonwealth has agreed to enter into 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, including the relevant Grant details set out in Part B.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) Part C: Terms and Conditions;
- (c) Part :B Grant details;
- (d) any other document referenced or incorporated in the Grant Details; and
- (e) Part A: How the Parties will work together.

If there is any ambiguity or inconsistency between the documents comprising this Agreement, the document appearing higher in the list above 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.

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Part A: How the Parties will work together

1. A Relational Agreement

Both Parties intend to take a relational contracting approach to achieve the purpose of the Grant specified in clause 10.

A relational agreement supports an approach that prioritises long-term partnerships and shared outcomes. It aims to provide a flexible, adaptive framework that supports collaboration, responds to emerging evidence, and reflects local contexts. This Agreement functions not just as a legal instrument, but as a dynamic platform for ongoing engagement, continuous learning, and shared accountability. It seeks to enable progress tracking and course correction as new evidence emerges or conditions change.

A relational agreement also supports place-based and co-designed approaches, ensuring grant activities are tailored to local needs and developed in partnership with communities.

The department further defines relational contracting as including:

- a) **Shared purpose and outcomes** – a clear statement of intent that articulates the ‘why’ and guides decision-making.
- b) **Behavioural expectations** – agreed values and behaviours such as honesty, respect, accountability, cultural safety and recognition of workforce contributions. These support organisational empowerment, build trust and transparency and guide day to day collaboration.
- c) **Governance** – structures for oversight, issue resolution, and escalation, with mechanisms for community voice and meaningful collaboration between parties.
- d) **Transparency and information sharing** – regular exchange of performance, financial, and contextual data to support joint problem-solving, evaluation and evidence-informed decisions.
- e) **Shared risk** – joint responsibility for managing uncertainty, with risks shared to the extent agreed and supported by models that reward collaboration and innovation.
- f) **Flexibility** – mechanisms such as review points, change clauses and feedback loops that allow for adjustments as circumstances evolve.
- g) **Outcomes-based performance** – focusing on shared outcomes, such as improved wellbeing or functioning; and supporting learning and continuous improvement.

Nothing in this Agreement supersedes or changes the Parties' legislative or other legal obligations.

2. Guiding principles

Note for drafters: The below principles are provided as examples to support the negotiation process for the parties to determine what will underpin their partnership.

In taking a relational contracting approach, the Parties agree to the following guiding principles:

- (a) **Achieving Outcomes** – the Parties are committed to working together to achieve the intended program outcomes for the Australian people;

- (b) Adaptability – the Parties strive to adapt Activities as required to ensure the purpose of the Grant is achieved and remain within the scope of the policy authority;
- (c) Collaboration – Learnings are identified and shared and capability is developed;
- (d) Innovation – the Parties commit to work together to promote and drive innovation and outstanding performance;
- (e) Respect – the Parties act respectfully to one another and resolve disputes in a timely and constructive manner; and
- (f) Risk Management – risks are identified, communicated and managed in accordance with the Agreement.

These principles do not change or supersede any legal obligations or liability of either Party under this Agreement.

3. Accountability

The parties' accountability for their roles in this agreement, to maintain the relationship and the delivery of the intended outcomes is outlined in the Decision Matrix at Appendix [insert] as well as in the terms of this agreement.

The parties are accountable for the establishment of this agreement in the order as follows:

- (a) Negotiation and execution of this agreement;
- (b) Terms of Reference negotiated and agreed;
- (c) Activity Work Plan negotiated and agreed.

4. Governance arrangement

Note for drafters: The department recognises that the nature of relationships with grantees varies depending on risk, strategic importance, client vulnerability, grantee capability and contract value. Refer to the Governance Framework to determine the level of relational focus, monitoring intensity, engagement style and decision-making approach.

Contracts are allocated a governance approach based on value, impact, organisational risk, complexity of service and system context. This governance approach may change over the Term of the Agreement.

- (a) The Parties agree to establish the relevant governance arrangement with representatives from the Commonwealth and the Grantee (and, by agreement, community representatives) to oversee outcomes, risks and resourcing.
- (b) The Grantee will be allocated a governance arrangement by the Commonwealth at the time of execution of this Agreement, either:
 - i. Primary Partnership – where activities are well-established, present lower risk to clients and systems and can be effectively governed through proportionate, routine relational engagement; or

- ii. Enhanced Partnership – where activities present higher service risk, greater system impact, or developing organisational maturity, requiring closer and more frequent collaboration and engagement.
- (c) The governance arrangement may change throughout the Term of the Agreement as agreed between the Parties.
- (d) Each of the Parties must use their reasonable endeavours to ensure that each of its representatives appointed to the relevant governance arrangement remains a member for the duration of this Agreement.
- (e) The Parties must act in accordance with the Terms of Reference at Schedule [insert].
Note for drafters: The Terms of Reference are standard but may be adjusted as agreed between the parties.
- (f) The relevant body will maintain:
- i. an Actions Register;
 - ii. a Risk Register;
 - iii. a Learning Log (ideas/innovation);
 - iv. Other records as agreed.
- (g) The meetings of the relevant body will function as Review Points where the parties may discuss, propose and agree to changes to:
- i. The Activity and the Activity Work Plan;
 - ii. The payment schedule, including the timing and nature of Milestones and the proportion of the total amount of the Grant to be paid in relation to any particular Milestone;
 - iii. The Outcome Indicators;
 - iv. Course correction – operational and/or funding adjustments;
 - v. Recognition of innovation;
 - vi. Other issues impacting the agreement as needed;

as required from time to time to better achieve the purpose of the Grant specified in clause 10 or respond to emerging needs.

5. How we will Collaborate

Note for drafters: The below behaviours are provided as examples only to support the negotiation process for the parties to determine what will underpin their partnership.

The Parties will:

- (a) Uphold achievement of grant outcomes as of utmost importance;

- (b) Act honestly and in good faith;
- (c) Establish and maintain a culture that emphasises and reinforces responsiveness, integrity, responsibility and reliability, mutual trust and respect and personal relationships;
- (d) Practice open and timely communication – including by notifying each other of perceived or real differences of opinion or conflicts of interest as soon as they arise so as to promote the resolution of such issues within the shortest possible timeframe;
- (e) Work constructively in partnership – including to resolve problems and issues;
- (f) Endorse and support collaborative behaviour and promptly take reasonable steps to address behaviour that is not collaborative;
- (g) Always act in a manner that delivers value with the grant funding;
- (h) Recognise each other’s responsibilities;
- (i) Encourage quality and innovation to achieve positive outcomes;
- (j) Expected behaviours include information sharing (subject to the Commonwealth's privacy and confidentiality obligations, security requirements or other obligations), no surprises, active listening, constructive challenge, and timely escalation;
- (k) The Parties to this Agreement will maintain a culturally safe environment and engage appropriately with First Nations and other culturally diverse individuals, organisations and communities;
- (l) The Parties to this Agreement will maintain an accessible and inclusive environment and engage appropriately with people with disabilities and other vulnerable people;
- (m) The Parties acknowledge that attendance and active participation in the meetings referred to above is critical for the successful achievement of the purpose of the Grant specified in clause 10;
- (n) The Parties have agreed to focus their decision making on constructive solutions aimed at achieving the purpose of the Grant specified in clause 10; and
- (o) The Parties agree they will provide the resources, data and information needed to support the successful delivery of the intended outcomes.

6. Early Warning

- (a) If at any time during delivery of this agreement, the grantee should encounter events, circumstances and/or conditions that may adversely affect delivery of this agreement or achievement of outcomes, the grantee shall as soon as practicable notify the Department in writing of the issue, its likely duration, and its potential impact. As soon as practicable after receipt of this notice, the Department shall evaluate the situation, and the grantee shall cooperate with the Department in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

7. Variations

- (a) Despite any changes agreed in principle between the parties at any meeting, this Agreement may only be varied in accordance with clause 27(a).
- (b) The Grantee acknowledges that, when agreeing to any variations to this Agreement, the Commonwealth must comply with the *Commonwealth Grants Rules and Principles 2024 (CGRPs)*, including sections 14.13 and 14.16 of the CGRPs.

8. Shared goal

- (a) The Parties agree that they have the shared goal of achieving the purpose of the Grant specified in clause 10.

9. No relief or alternation

- (a) Nothing in this Part A will relieve the Parties from or alter their liabilities or obligations under this Agreement.

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Part B: Grant Details

Organisation ID:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Program Schedule ID:	[Program Schedule ID]

10. Purpose of the Grant

The purpose of the Grant is to achieve the following outcomes, including through the Grantee conducting the Activity:

- (a) [Insert a precise description of the intended program outcomes and objectives. The Parties must not have differing views about when those outcomes have or have not been achieved. To ensure the Department can demonstrate that it has achieved value with relevant money, it is important that the achievement of the outcomes is measurable and verifiable.]

11. Activity name and ID

Activity name: [Insert]
Activity ID: [Insert]

12. Activity details

- (a) [Insert a detailed description of the activities that the Grantee will be required to undertake as part of the Activity. Even though particular elements of the activities will be agreed upon by the Parties as part of the processes specified in Part A (reflecting the relational contracting approach), it is important that at least some details of the activities that the Grantee is expected to undertake are set out here when the Grant Agreement commences. This will assist the spending delegate to be satisfied that entering into the Grant Agreement will involve a proper use of relevant money. This will also ensure that the scope of the Activity can be directly linked to the Department's evaluation of the Grantee's application. Reference to the Activity Work Plan here may be beneficial.]

13. Duration of Activity and Agreement

- (a) The Grantee must start undertaking the Activity on [Activity Start Date] (**Activity Start Date**) and continue undertaking the Activity until [Activity End Date] (**Activity Completion Date**).
- (b) The Agreement ends on [Program schedule completion date] or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

14. Payment details

Depending on the nature of the program and funding arrangements, an indexation clause may be included to allow for adjustments to the Grant amount over time. Where applicable, insert the relevant indexation clause and calculation method below.

- (a) The total amount of the Grant is \$[Overall Activity Value for all financial years] excluding GST (if applicable).

(b) A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
[Activity Financial Year 1]	[Overall Activity Value for Year 1]
[Activity Financial Year 2]	[Overall Activity Value for Year 2]

(c) 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.

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

BSB Number	[AS Bank Account BSB Number]
Financial Institution	[AS Bank Account Financial Institution]
Account Number	[AS Bank Account]
Account Name	[AS Bank Account Name]

(e) The Grant will be paid in instalments by the Commonwealth as per the table below.

(f) Payment dates may be renegotiated where, for example, funding or service adjustments or community response is required.

Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
[Payment Expected Due Date]	[\$GST exclusive amount]	[\$Calculated field based on Activity Tax Code]	[\$Calculated]
[Payment Expected Due Date]	[\$GST exclusive amount]	[\$Calculated field based on Activity Tax Code]	[\$Calculated]
[Payment Expected Due Date]	[\$GST exclusive amount]	[\$Calculated field based on Activity Tax Code]	[\$Calculated]
Total	[\$Calculation]	[\$Calculation]	[\$Calculation]

15. Outcome Indicators

Note for drafters: Outcomes to be developed with reference to the relevant program outcomes.

- (a) The Grantee's performance in undertaking the Activity will be measured against the following Outcome Indicator/s:

[Note: When drafting the Outcome Indicators below, it is important that the requirements of sections 10.2, 10.3 and 10.5 of the *Commonwealth Grants Rules and Principles 2024* are taken into account.]

Outcome Indicator Description	Measure
[Insert description of Outcome Indicator. To reduce the legal risk to the Department, it is important that the Outcome Indicator is described in a way that is objectively measurable or verifiable. Potential examples of Outcome Indicators include: the number of individuals assisted by the Grantee in a specified way; the number of specified events delivered by the Grantee; the percentage of individuals assisted by the Grantee who achieve particular goals; or the percentage of individuals assisted by the Grantee who report that they were happy with that assistance.]	[Insert description of how the Department will objectively measure or verify whether the Grantee has met the Outcome Indicator. For example, will the Department: verify achievement through the information that is provided in particular reports provided by the Grantee to the Department; rely on data provided by third parties to measure the Grantee's performance against the Outcome Indicator.]
[Insert description of Outcome Indicator as referred to above.]	[Insert description of how the Department will measure or verify whether the Grantee has met the Outcome Indicator as described above.]
[Insert description of Outcome Indicator as referred to above.]	[Insert description of how the Department will measure or verify whether the Grantee has met the Outcome Indicator as described above.]

16. Location Information

- (a) The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	[Activity Location Type]	[Organisation/Venue Name]	[Organisation/Venue Address]

17. Service Area Information

Note for drafters: Examples of Service Area Type are LGA, SA4 etc. This will be specific to the relevant program. Service Area Value refers to the specific location/s the activity will be delivered in.

- (a) The Activity will service the following service area/s:

	Type	Service Area
1.	[Service Area Type]	[Service Area Value]

18. Deliverables

(a) The Grantee agrees to provide the following deliverables, in the form specified, to the Commonwealth representative in accordance with the following.

Deliverable	Information to be included	Due Date
Activity Work Plan	See clause 18(b)	[Insert date agreed by the parties during negotiation of the Grant Agreement]
Data Exchange (DEX) Report	Data for the period [insert]. See clause 18(c)	30 January 20XX [If a Data Exchange Report is to be provided more than once during the term of the Agreement, add a row to this table for each time that a Data Exchange Report is to be provided.]
Financial Acquittal	See clause 18(d)	31 October 20XX
Child Safe Compliance Statement	See clause 18(f)	31 March 20XX

(b) Activity Work Plan

- i. The Grantee must submit the draft Activity Work Plan to the Commonwealth within the timeframe specified in clause 18(a).
- ii. Once the Commonwealth has received the Grantee's draft Activity Work Plan, it will consider it and work with the Grantee to agree on an initial version of the Activity Work Plan. Once the Activity Work Plan has been agreed by both Parties, it will form part of this Agreement.
- iii. The Parties will review and may negotiate changes to the Activity Work Plan in accordance with Part A.

(c) Data Exchange (DEX) Report

- i. The Grantee must provide information to the Community Grants Hub via the Data Exchange in accordance with the Data Exchange Protocols (**Data Exchange Report**), within the timeframe specified in clause 18(a).
- ii. The Grantee must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.
- iii. The Grantee is required to participate in the Partnership Approach as defined in the relevant Program Specific Guidance that applies to this Activity.
- iv. The Data Exchange Protocols can be found at <https://dex.dss.gov.au/data-exchange-protocols/>.

(d) Financial Acquittal Reports

SELECT ONE OF THE OPTIONS BELOW.

Sections 4.12 and 9.6 of the *Commonwealth Grants Rules and Principles 2024* provide that officials should balance the stringency and complexity of acquittal against the level of risk

and take into account the cost of compliance. The acquittal reporting options below are set out in order from that applicable to the lowest level of risk, which has the lowest compliance cost, to that applicable to the highest level of risk, which has the highest compliance cost.

Option 1: For a low risk rating for the Program or Activity, or where further evidence can be gathered through evaluation or qualitative reports (e.g. Activity Work Plan Report) to determine compliance matters. **REMOVE** the following provision if this option is not selected.

Financial Declaration

The Grantee must provide the Commonwealth with a Financial Declaration for each financial year during the term of this Agreement. A Financial Declaration is a certification from the Grantee stating that the Grant has been spent for the purpose of performing the Activity and otherwise in accordance with this Agreement. If relevant, the Grantee must include in the Financial Declaration the details of any unspent funds. The Financial Declaration must be certified by the Grantee's Board, the Grantee's Chief Executive Officer or one of the Grantee's officers, with authority to do, so verifying that the Grantee has spent the funding on the Activity in accordance with this Agreement.

[OR]

Option 2: **REMOVE** the following provision if this option is not selected.

Non-Audited Financial Acquittal Report

- i. The Grantee must provide the Commonwealth with a non-audited financial acquittal report for each financial year during the term of this Agreement.
- ii. A non-audited financial acquittal report is an income and expenditure statement from the Grantee stating that the Grant has been spent for the purpose of performing the Activity and otherwise in accordance with this Agreement. If relevant, the Grantee must include in the statement the details of any unspent funds.
- iii. Non-audited financial acquittal reports must be certified by the Grantee's Board, the Grantee's Chief Executive Officer or an officer of the Grantee with authority to do so.

[OR]

Option 3: For a high or extreme risk rating for the Program or Activity. By requiring the Grantee to provide an Annual Independently Audited Financial Acquittal Report, the Department will be provided with greater assurance that the Grant funds have been spent in accordance with the Agreement (as compared with Options 1 and 2, set out above). **REMOVE** the following provision if this option is not selected.

Independently Audited Financial Acquittal Report

- i. Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity Completion Date, and each 12 month anniversary of the Activity Start Date during the term of this Agreement, the Grantee must provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- ii. Each Independently Audited Financial Acquittal Report must be audited by:
 - a. a Registered Company Auditor under the *Corporations Act 2001* (Cth);

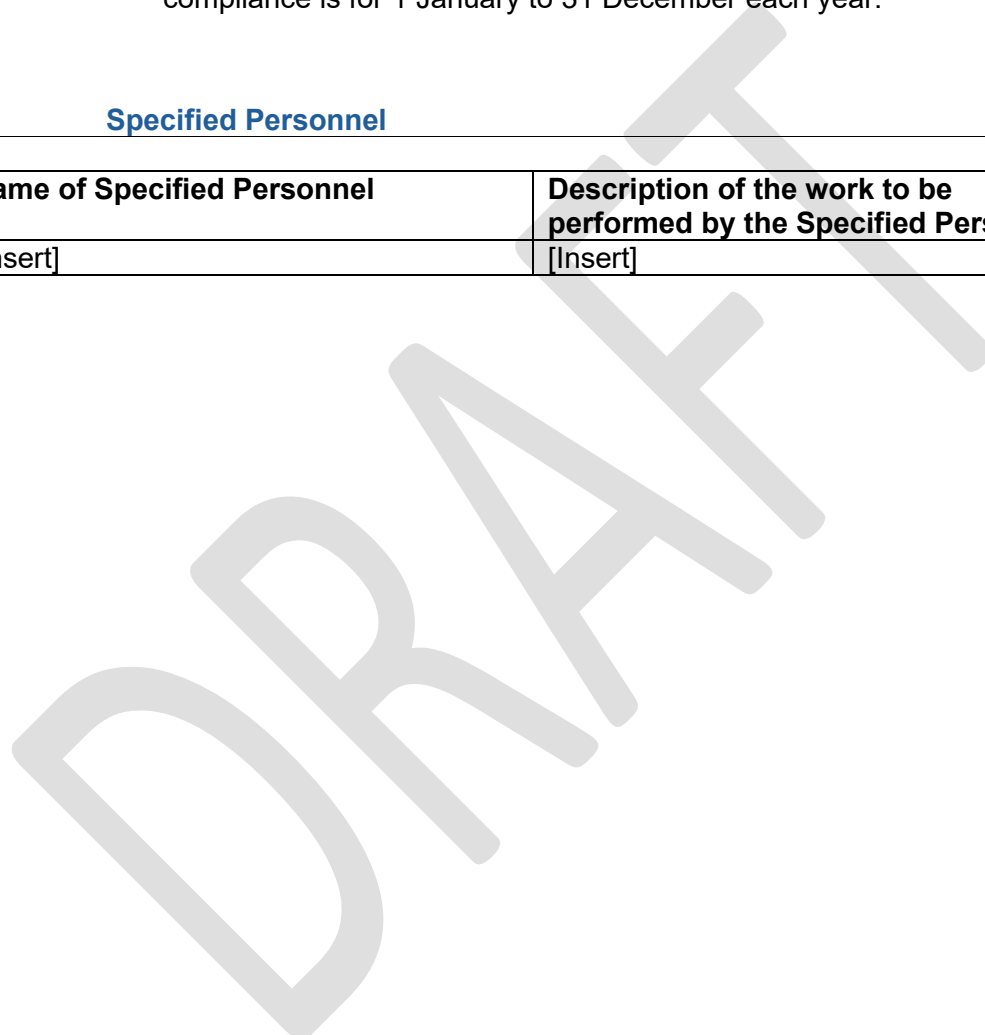
- b. a certified Practising Accountant;
- c. a member of the National Institute of Accountants; or
- d. a member of the Institute of Chartered Accountants, who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

(e) Child Safe Statement of Compliance

The Child Safe Statement of Compliance is an annual Statement made by the Grantee. The Grantee’s statement confirms that the Grantee has delivered the Activity consistent with clause 44 (Child safety). The period of compliance is for 1 January to 31 December each year.

19. Specified Personnel

Name of Specified Personnel	Description of the work to be performed by the Specified Personnel
[Insert]	[Insert]



Part C: Terms and Conditions

Part C is not for negotiation. By entering into this agreement, the grantee agrees to these clauses.

20. Undertaking the Activity

- (a) The Grantee agrees to undertake the Activity for the purpose of the Grant (as specified in clause 10) in accordance with this Agreement.
- (b) 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:
 - i. the Grant being withheld or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
 - ii. any payment to, or withholding of any payment from, the Grantee under this Agreement.

Drafting note: Paragraph (c) can be deleted if not relevant.

- (c) 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.

21. Payment of and spending the Grant

- (a) The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- (b) 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 this Agreement, if it reasonably believes that:
 - i. the Grantee has not complied with this Agreement;
 - ii. the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - iii. there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- (c) A notice under clause 21(b) will contain the reasons for any action taken under clause 21(b) and, where relevant, the steps the Grantee can take to address those reasons.
- (d) The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 21(b) to the Commonwealth's reasonable satisfaction.
- (e) The Commonwealth may at its discretion defer, reduce or not make a payment of the Grant where it forms the reasonable opinion that the full payment is not properly required for the Activity because of surpluses of the Grant.

(f) Without limiting its rights, the Commonwealth may on reasonable grounds defer, reduce or not make a payment of Grant where the Grantee fails to achieve any Outcome Indicators as set out in clause 15, or until all of the Grantee's obligations that are required to be performed up to the date of that payment under this Agreement have been performed.

(g) The Commonwealth must notify the Grantee that it has acted under this clause 21(f) giving full particulars of the relevant default.

Explanatory note: Paragraph (h) applies where a Grantee receives money from other sources for the same Activity that is funded under this Grant. This is to ensure the Commonwealth can be sure that the Grant continues to be an efficient, effective, ethical and economical use of public resources. It is included because the financial resources of a Grantee may change throughout the life of the Grant and enables the Commonwealth to continue to review and ensure the Commonwealth is complying with its statutory obligations.

(h) Where the Grantee receives other contributions or other Commonwealth contributions valued at \$200,000 (GST inclusive) or more and the Commonwealth considers that the additional contribution would result in:

- i. the Grantee receiving additional funding for the Activity that is already funded by the Grant;
- ii. the Grantee making a profit, receiving a windfall or unjustified gain, or being funded in excess of its budgetary requirements; or
- iii. all or part of the Grant no longer being required to fund the Activity; or
- iv. the Grant no longer being considered to represent value with relevant money,

the Commonwealth may, after consultation with the Grantee, reduce the Grant by an amount equal to the amount of the additional contribution.

22. Notices

(a) 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.

(b) 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 22.

(c) A notice is deemed to be effected:

- i. if delivered by hand - upon delivery to the relevant address;
- ii. if sent by post - upon delivery to the relevant address; or
- iii. if transmitted electronically - upon actual receipt by the addressee.

(d) A notice received after 5.00pm, 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.

- (e) 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 27(a).

23. Party representatives and address for notices

(a) Grantee's representative and address

Grantee's representative name	[Activity Primary Contact Title] [Activity Primary Contact First Name] [Activity Primary Contact Last Name]
Position	[Activity Primary Contact Employed As/Position Title]
Business hours telephone	[Activity Contact Phone Telephone Number]
E-mail	[Activity Primary Contact Email]

(b) Commonwealth representative and email address

Business hours telephone	[Activity Managing Office LOV Description]
E-mail	[Activity Managing Office LOV Low Value]

- (c) 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.

24. Relationship between the Parties

- (a) Notwithstanding any reference to partners, partnerships or other types of relationships in this Agreement, 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.

25. Subcontracting

- (a) The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- (b) 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.
- (c) The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.
- (d) The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth.

26. Conflict of interest

- (a) 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.

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

27. Variation, assignment and waiver

- (a) This Agreement may be varied in writing only, signed by both Parties.
- (b) The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.
- (c) 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.
- (d) 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.

28. Additional compliance

- (a) The Grantee must comply with:
- iii. DSS Departmental Policies*;
 - iv. the relevant Guidelines*;
 - v. the Data Exchange Protocols*;
 - vi. any other service compliance requirements applicable to the Activity.

*Any or all of these may be amended by the Commonwealth from time to time. If the Commonwealth amends these, the Commonwealth will notify the Grantee in writing at least one month prior to the changes coming into effect. The latest version can be found on the DSS website dss.gov.au.

- (b) The Grantee must ensure that cultural and linguistic diversity is not a barrier for people targeted by the Activity, by providing access to language services where appropriate.

29. Liaising and monitoring

- (a) The Grantee must:
- i. liaise with and provide information to Commonwealth as reasonably required by the Commonwealth; and

- ii. comply with the Commonwealth's reasonable requests, directions, or monitoring and evaluation requirements;

in relation to the Activity.

- (b) 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.
- (c) If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant specified in clause 10, 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:
 - i. consider, and negotiate in good faith, any change proposed under this clause 29(c); and
 - ii. implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 27(a).
- (d) Except to the extent the Parties agree a variation under clause 27(a), clause 29(c) does not limit any of a Party's other rights under this Agreement.
- (e) 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).
- (f) Each of the parties may nominate, from time to time, a person who has authority to receive and sign notices and written communications for each of them under this Agreement and accept any request or direction in relation to the Activities.

30. Specified Personnel

- (a) The Grantee agrees that the Specified Personnel will perform work in relation to the Activities in accordance with this Agreement, including clause 18.
- (b) If Specified Personnel are unable to perform the work as required under this clause 30, the Grantee agrees to notify the Department immediately.
- (c) The Grantee agrees, at the request of the Department acting in its absolute discretion, to remove personnel (including Specified Personnel) from work in relation to the Activities.
- (d) If clause 30(b) or clause 30(c) applies, the Grantee will provide replacement personnel acceptable to the Department at no additional cost and at the earliest opportunity.

31. Acknowledgement and publicity

- (a) Acknowledgement of support
Unless or until notified by the Commonwealth, the Grantee agrees, in all publications, promotional and advertising materials, public announcements and activities by the Grantee or on the Grantee's behalf in relation to the Activity, or any products,

processes or inventions developed as a result of it, to acknowledge the financial and other support the Grantee has received from the Australian Government as approved by the Commonwealth prior to its use.

- (b) Where the Grantee has been provided with the Grant to produce any publications, a copy of the publications must, on request, be provided to the Commonwealth.
- (c) **Right to publicise the Grant**
The Commonwealth reserves the right to publicise and report on the awarding of the Grant to the Grantee. The Commonwealth may do (but is not limited to doing) this by including the Grantee's name, the amount of the Grant and the title and a brief description of the Activity in media releases, general announcements about the Grant, annual reports or through any other means as determined by the Commonwealth.
- (d) **No restriction on advocacy activities**
The Commonwealth confirms that, subject to clause 31(e):
- i. no right or obligation arising under this Agreement should be interpreted as restricting or preventing the Grantee or its employees from commenting on, advocating support for or opposing change to any matter established by law, policy or practice of the Commonwealth; and
 - ii. the Department does not require the Grantee to obtain advance approval from the Commonwealth of any involvement by the Grantee or its employees in any of the activities referred to in clause 31(d)i.
- (e) Nothing in this clause 31 limits or derogates from the Grantee's obligations, arising under this Agreement or otherwise, to not disclose confidential information as defined in the *Not-for-profit Sector Freedom to Advocate Act 2013* (Cth) or personal information as defined in the *Privacy Act 1988* (Cth).

32. Management of the Grantee

- (a) The Grantee agrees not to, and must ensure that its personnel do not, employ, engage or elect any person who would have a role in the Grantee's management, financial administration or the performance of the Activities if:
- i. the person is an undischarged bankrupt;
 - ii. there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
 - iii. the person has suffered final judgment for a debt and the judgment has not been satisfied;
 - iv. subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM(1) of that Act unless:
 - A. that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - B. the person was granted a free and absolute pardon because the person

was wrongly convicted of the offence; or

C. the person's conviction for the offence has been quashed;

- v. that person is or was a Director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the grant requirements or obligations owed to the Commonwealth; or
- vi. the person is otherwise prohibited from being a member or Director or employee or responsible officer of the Grantee's organisation under the relevant local government legislation.

(b) Where a person falls or is discovered as falling within any of clauses 32(a)i to vi while employed or engaged by the Grantee, the Grantee will be in breach of clause 32 if the Grantee does not:

- i. transfer the person to a position which does not have a role in the Grantee's management, financial administration or the performance of the Activity; or
- ii. terminate the employment or engagement of the person or remove the person from office,

as the case may be and immediately notify the Commonwealth of the Grantee's action.

(c) Where a person described in clause 32(a) is charged with a crime that would constitute a Serious Offence during the Term, the Grantee must inform the Commonwealth of the charge and any actions the Grantee is taking in relation to that person and provide all details reasonably necessary for the Commonwealth to consider its own position. Where the Commonwealth determines that the Grantee's approach to addressing the situation is not satisfactory, in its discretion, the Commonwealth may terminate the Agreement.

(d) If the Grantee advises the Commonwealth that the Grantee considers such termination action would be a breach of a statutory provision binding on the Grantee, the Commonwealth will take the Grantee's view into account in deciding what action to take as a result of the breach.

33. Dispute resolution

- (a) 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.
- (b) Subject to paragraph (c), the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- (c) The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- (d) Failing settlement by negotiation in accordance with clause 33(a), 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.

- (e) Each Party will bear their own costs in complying with this clause 33, and the Parties will share equally the cost of any third person engaged under clause 33(d).
- (f) The procedure for dispute resolution under this clause 33 does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

34. Repayment

(a) If any amount of the Grant:

- i. has been spent other than in accordance with this Agreement;
- ii. is additional to the requirements of the Activity; or
- iii. has not been expended or committed on the Activity three months before the end of the financial year,

then the Commonwealth may by written notice:

- iv. require the Grantee to repay that amount to the Commonwealth;
- v. require the Grantee to deal with that amount as directed by the Commonwealth; or
- vi. deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

- i. the Grantee must do so within the time period specified in the notice;
- ii. 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
- iii. 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.

35. Record keeping

(a) The Grantee agrees to keep financial accounts and other records that:

- i. detail and document the conduct and management of the Activity;
- ii. 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

- iii. enable all receipts and payments related to the Activity to be identified and reported.
- (b) 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.

36. Privacy

- (a) When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
- i. to comply with the requirements of the *Privacy Act 1988* (Cth);
 - ii. not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
 - iii. 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
 - iv. 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.
- (b) 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.

37. Confidentiality

- (a) The Parties agree not to disclose each other's confidential information without the other Party's prior written consent.
- (b) The obligations on the parties under this clause 37 will not be taken to have been breached to the extent that Confidential Information:
- i. is disclosed by a party to its personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
 - ii. is disclosed to a party's internal management Personnel, solely to enable effective management or auditing of Agreement-related activities;
 - iii. is disclosed by the Department to a Minister;
 - iv. is disclosed by the Department, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or in response to a request by a public accountability body;
 - v. is shared by the Department within the Department's organisation, or with another Department, where this serves the Commonwealth's legitimate interests;

- vi. is authorised or required by law to be disclosed;
 - vii. is disclosed for the purpose of court proceedings; or
 - viii. is in the public domain otherwise than due to a breach of this clause 37.
- (c) Where a party discloses Confidential Information to another person pursuant to clause 37(b), the disclosing party must notify the receiving person that the information is confidential.
- (d) In the circumstances referred to in clause 37(b), the disclosing party agrees not to provide the information unless the receiving person agrees to keep the information confidential.
- (e) The Grantee agrees to secure all of the Commonwealth's Confidential Information against loss and unauthorised access, use, modification or disclosure.

38. Insurance

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

39. Intellectual property

- (a) **Use of Commonwealth Material**
The Department grants a royalty-free, non-exclusive licence for the Grantee to use, reproduce and adapt the Commonwealth Material for the purposes of this Agreement.
- (b) The Grantee agrees to use the Commonwealth Material strictly in accordance with any conditions or restrictions the Department may notify to the Grantee.
- (c) **Rights in Program Material**
Subject to this clause 39, Intellectual Property Rights in Program Material vests or will immediately vest in the Grantee.
- (d) Nothing affects the ownership of Intellectual Property in any Commonwealth Material incorporated into the Program Material.
- (e) The Grantee grants to (or will procure for) the Department a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt, modify, perform, communicate and exploit the Program Material for any Commonwealth purpose.
- (f) The Grantee agrees that the license granted in clause 39(e) includes a right for the Department to licence the Program Material to the public under an Open Access Licence.
- (g) The Grantee agrees, on request by the Department, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 39.
- (h) The Grantee warrants that:

- i. it is entitled; or
- ii. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Program Material in the manner provided for in this clause 39.

40. Moral Rights

- (a) Where the Grantee is a natural person and the author of the Program Material they:
 - i. consent to the performance of the Permitted Act by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given); and
 - ii. acknowledge that their attention has been drawn to the Department's general policies and practices regarding Moral Rights.
- (b) Where clause 40(a) does not apply, the Grantee agrees:
 - i. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given) and, upon request, will provide the executed original of any such consent to the Department; and
 - ii. to ensure that each author's attention is drawn to the Department's general policies and practices regarding Moral Rights.
- (c) This clause 40 does not apply to any Commonwealth Material incorporated in the Program Material.

41. Access, monitoring and inspection

- (a) The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:
 - i. 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
 - ii. permission to inspect and take copies of any Material relevant to the Activity.
- (b) 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 41(a).
- (c) This clause does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

42. Equipment and Assets

- (a) The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$[insert] (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

[insert list of approved equipment and assets]

- (b) Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired in whole or in part using the Grant.

- (c) For the term of the Agreement, in relation to any Asset, the Grantee agrees to:

- i. use the Asset solely for the purposes of the Activity;
- ii. not encumber, grant a security interest over or dispose of the Asset without the Commonwealth's prior written approval;
- iii. hold the Asset securely and safeguard it against theft, loss, damage, or unauthorised use;
- iv. maintain the Asset in good working order;
- v. ensure the Asset is properly insured for its full replacement value; and
- vi. obtain and maintain all required registrations and licences for the Asset.

- (d) The Grantee agrees to maintain a register of all Assets with a value of \$[insert] (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

- Item Number [insert reference]
- Description [insert description of the equipment or asset]
- Grant Contributions [insert amount of Grant contributed to this item]
- Other Contributions - Grantee [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]
- Date of acquisition
- Is the Asset owned or leased?
- Date disposed of
- Proceeds of any sale or disposal
- Undepreciated value of asset

- (e) The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be treated as part of the Grant and used for the purposes of the Activity.

- (f) If an Asset is lost, damaged or destroyed then, unless otherwise agreed in writing by the Commonwealth, the Grantee agrees to ensure that the Asset is promptly repaired, replaced or otherwise reinstated. This clause 42 continues to apply to the reinstated Asset.

- (g) On the expiration or termination of this Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

43. Working with a Vulnerable Person

- (a) Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
- i. obtain a Police Check for that person;
 - ii. confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
 - iii. comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
 - iv. ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause 43 remain current for the duration of their involvement in the Activity.
- (b) The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
- i. a Serious Record; or
 - ii. a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
- (c) In undertaking a risk assessment under clause 43(b), the Grantee must have regard to:
- i. the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
 - ii. whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
 - iii. the length of time that has passed since the person's charge or conviction and his or her record since that time;
 - iv. the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
 - v. any other relevant matter,
 - vi. and must ensure it fully documents the conduct and outcome of the risk assessment.

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

(e) If, during the term of this Agreement, a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

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

44. Child safety

Relevant checks and authority

(a) The Grantee must:

- i. comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described;
- ii. ensure that Working With Children Checks obtained in accordance with this clause 44(a) remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and
- iii. ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 44(a)i and 44(a)ii on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

National Principles for Child Safe Organisations and other action for the safety of Children

(b) The Grantee agrees in relation to the Activity to:

- i. implement the National Principles for Child Safe Organisations;
- ii. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- iii. complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- iv. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 44(b);
- v. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

- A. the National Principles for Child Safe Organisations;
 - B. the Grantee's risk management strategy required by this clause 44(b);
 - C. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - D. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described;
- vi. provide the Commonwealth with an annual statement of compliance with clauses 44(a) and 44(b), in such form as may be specified by the Commonwealth; and
 - vii. ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 44(b)i to 44(b)vi on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.
- (c) With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause 44.
- (d) The Grantee agrees to:
- i. notify the Commonwealth of any failure to comply with this clause 44;
 - ii. co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause 44; and
 - iii. promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 44.

45. Trust

- (a) In this Agreement, Trust means the trust specified in the Parties to this Agreement section of this Agreement.
- (b) The Grantee warrants that:
- i. it is the sole trustee of the Trust;
 - ii. it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust;
 - iii. it has entered into this Agreement for the proper administration of the Trust;
 - iv. 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

- v. it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

46. Fraud

- (a) In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
- (b) The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- (c) If requested by Commonwealth, the Grantee must, within 30 days of receiving the request, in relation to the Activity:
 - i. conduct a Fraud risk assessment; and
 - ii. produce a Fraud control strategy,that is consistent with the *Commonwealth Fraud and Corruption Control Framework 2024* available at <https://www.counterfraud.gov.au/library/framework-2024> and provide copies of the risk assessment and the strategy to the Commonwealth.
- (d) The risk assessment and strategy must:
 - i. cover the entire Activity, including any aspect being undertaken by any subcontractor or other person or under any other arrangement established by the Grantee relating to the Activity; and
 - ii. contain appropriate fraud prevention, detection, investigation, reporting and audit processes and procedures.
- (e) If the Grantee becomes aware of a Fraud in relation to the performance of the Activity or any other Fraud that has had or may have an effect on the performance of the Activity, it must:
 - i. as soon as practicable:
 - A. notify the Commonwealth; and
 - B. report the Fraud to all appropriate law enforcement and regulatory agencies.
 - ii. within 5 Business Days, and every 5 Business Days thereafter until otherwise notified by the Commonwealth, provide a written report on the incident to the Commonwealth.
- (f) The written reports referred to in clause 46(e) must include all relevant information in relation to the Fraud, including:
 - i. the name of the Activity;
 - ii. the nature of the Fraud;

- iii. name of any personnel or subcontractors involved;
 - iv. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - v. copies of relevant documents;
 - vi. a nominated contact officer;
 - vii. any other relevant information (for example, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
 - viii. the current status of any inquiries commenced by the Grantee.
- (g) If the Grantee becomes aware of a Fraud referred to in clause 46(e), the Grantee must, at its own cost and in consultation with the Commonwealth, investigate the Fraud based on the principles set out in the Australian Government Investigations Standards available at www.ag.gov.au and in accordance with any directions or standards required by the Commonwealth.
- (h) Whether the Grantee conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by the Commonwealth.
- (i) The Grantee must at its own expense provide all reasonable assistance with any investigation being conducted pursuant to this clause.
- (j) After the investigation is finished, if a suspected offender has been identified or at the direction of the Commonwealth, the Grantee must promptly report the Fraud to the appropriate law enforcement agency.
- (k) The Commonwealth reserves the right to:
- i. appoint its own investigator to investigate;
 - ii. require the Grantee to replace an investigator appointed by the Grantee under clause 46(h) with a person nominated by the Commonwealth to investigate;
 - iii. conduct its own investigation of; or
 - iv. report to any law enforcement agency or any other person or entity the Commonwealth deems appropriate,
- any Fraud in relation to the Activity.
- (l) The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.
- (m) If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property

(including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).

- (n) If the Grantee considers that all reasonable action has been taken to recover the funds or the property and recovery has not been achieved or recovery has only been achieved in part, the Grantee may seek approval from the Commonwealth that no further recovery action be taken.
- (o) This clause 46 survives the termination or expiration of this Agreement, including with respect to any Fraud relating to the performance of this Agreement, which is not detected until after this Agreement has been terminated or has expired.

47. Anti-corruption

- (a) The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- (b) The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
 - i. engage in an Illegal or Corrupt Practice; or
 - ii. engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).
- (c) The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in clause 47(b) in relation to the performance of the Activity.

48. Grant Administrator

- (a) If the Commonwealth issues a notice under clause 21(b) the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).
- (b) The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.
- (c) The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:
 - i. the proposed period of the appointment;
 - ii. the roles and responsibilities of the Grant Administrator; and
 - iii. a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.
- (d) The Commonwealth may appoint more than one Grant Administrator at the same time.

- (e) The Grantee agrees to:
- i. consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
 - ii. co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
 - iii. comply with all directions given by a Grant Administrator relating to the administration of the Grant.
- (f) A Grant Administrator that provides a report to the Commonwealth:
- i. does so independently of the Grantee; and
 - ii. does not reduce the Grantee's obligations to provide reports under this Agreement.
- (g) A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

49. **Management Adviser**

- (a) If the Commonwealth issues a notice under clause 21(b), the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (**Management Adviser**), which may include:
- i. advising the Grantee on:
 - A. the Grantee's operations and corporate governance arrangements;
 - B. the management of the Activity;
 - C. the management of the Grantee's personnel;
 - ii. with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
 - iii. cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
 - iv. providing any other advice to the Grantee that the Commonwealth requires.
- (b) The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:
- i. the proposed period of the appointment;
 - ii. the proposed roles and responsibilities of the Management Adviser; and

- iii. if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.
- (c) Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to clause 49(b) to provide the Commonwealth with reasons why a Management Adviser should not be appointed.
- (d) Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.
- (e) The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.
- (f) A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:
 - i. does so independently of the Grantee; and
 - ii. does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.
- (g) A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

50. Indemnities

- (a) The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity. The Commonwealth holds the benefit of the indemnity on trust for its officers, employees and contractors, and the Commonwealth may enforce the indemnity on their behalf.
- (b) 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.

51. Compliance with Legislation and policies

- (a) The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- (b) 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).

52. Work health and safety

- (a) 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.
- (b) 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 52(a).
- (c) 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.

53. Transition

Explanatory Note: As stated in this clause, the costs for transition must be at the Grantee's own expense and therefore must not use Grant funds. This will only apply where this Agreement is reduced or terminated otherwise than for convenience, and where the Commonwealth seeks to transition the Activity to another organisation (or itself).

- (a) If this Agreement is reduced in its scope or terminated (subject to clause 53(c)), the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).
- (b) The assistance to be provided under clause 53(a) may include, among other things:
 - i. making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
 - ii. allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
 - iii. providing a briefing to the Commonwealth or any Successor personnel on the Activity;
 - iv. transferring to the Commonwealth or any Successor:
 - A. Activity Material specified in the Grant Details;
 - B. Assets purchased with the Grant; and
 - C. Records maintained under clause 35;
 - v. facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
 - vi. assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;

- vii. preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
 - viii. any other matter specified in the Grant Details.
- (c) This clause does not apply where the Agreement is terminated or reduced in scope for convenience under clause 58.

54. Corporate governance

- (a) The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.
- (b) The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.
- (c) The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:
 - i. the person is an undischarged bankrupt;
 - ii. there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
 - iii. the person has suffered final judgment for a debt and the judgment has not been satisfied;
 - iv. subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
 - A. that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - B. the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - C. the person's conviction for the offence has been quashed;
 - v. that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or
 - vi. the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee under the relevant legislation.
- (d) If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (the **CATSI Act**), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator

should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

- (e) If the Grantee is registered under the *Corporations Act 2001* (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.
- (f) If one of the events specified in clause 54(d) or 54(e) occurs, and without limiting clause 57, the Commonwealth may withhold payment of the Grant in accordance with clause 21(b) or suspend the Agreement in accordance with clause 57 as though the event constituted a failure by the Grantee to comply with this Agreement.

55. Rollover of Surplus and Uncommitted Funds

- (a) The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.
- (b) The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.
- (c) The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.
- (d) This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.
- (e) This clause survives the termination or expiry of the Agreement

56. Invoicing

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

57. Reduction, Suspension and Termination

Reduction in scope of agreement for fault

- (a) 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.
- (b) The Grantee agrees, on receipt of the notice of reduction, to:

- i. stop or reduce the performance of the Grantee's obligations as specified in the notice;
 - ii. take all available steps to minimise loss resulting from the reduction;
 - iii. continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
 - iv. report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- (c) In the event of reduction under clause 57(a), the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

Suspension

- (d) If:
- i. the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
 - ii. 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
 - iii. 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:
 - A. immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
 - B. require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.
- (e) If the Grantee:
- i. 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
 - ii. 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 57(a) or terminate the Agreement immediately by giving a second notice in accordance with clause 57(f).

Termination for fault

- (f) The Commonwealth may terminate this Agreement by notice where the Grantee has:

- i. failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 57(e)ii applies; or
- ii. provided false or misleading statements in relation to the Grant;
- iii. become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration; or

Drafting note: This paragraph iv may be deleted if clause 20(c) has been deleted.

- iv. breached the requirements in clause 20(c).

(g) The Grantee agrees, on receipt of the notice of termination, to:

- i. stop the performance of the Grantee's obligations;
- ii. take all available steps to minimise loss resulting from the termination; and
- iii. report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth

58. Termination or reduction for convenience

(a) The Commonwealth may terminate or reduce the scope of this Agreement by notice, due to:

- i. a change in government policy; or
- ii. 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.

(b) On receipt of a notice of termination or reduction under this clause 58, the Grantee agrees to:

- i. stop or reduce the performance of the Grantee's obligations as specified in the notice;
- ii. take all available steps to minimise loss resulting from that reduction or cancellation;
- iii. continue performing any part of the Activity, and part of this Agreement, not affected by the notice if requested to do so by the Commonwealth; and
- iv. report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

(c) In the event of termination or reduction under this clause 58, the Commonwealth will be liable only to:

- i. pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

- ii. reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the termination or reduction in scope of this Agreement.
- (d) In the event of reduction in scope of this Agreement, the amount of the Grant will be reduced in proportion to the reduction in the scope.
- (e) The Commonwealth's liability to pay any amount under this clause 58 is:
 - i. subject to the Grantee's compliance with this Agreement; and
 - ii. limited to an amount that, when added to all other amounts already paid under this Agreement, will not exceed the total amount of the Grant.
- (f) 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 termination or reduction in scope of this Agreement under clause 58(a).
- (g) The Commonwealth will act reasonably in exercising its rights under this clause.

59. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 21 (Payment of and spending the Grant);
- clause 34 (Repayment);
- clause 35 (Record keeping);
- clause 18 (Deliverables);
- clause 36 (Privacy);
- clause 37 (Confidentiality);
- clause 38 (Insurance);
- clause 39 (Intellectual property);
- clause 57 (Reduction, Suspension and Termination);
- clause 59 (Survival); and
- Any other clause which expressly or by implication from its nature is meant to survive.

Execution page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia represented by and acting through the Department of Social Services, ABN 36 342 015 855, by an authorised representative in the presence of:

_____ (Name of authorised representative - print)	_____ (Signature of authorised representative)
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(Position of authorised representative)

_____ (Name of witness in full - print)	_____ (Signature of witness) Date / /
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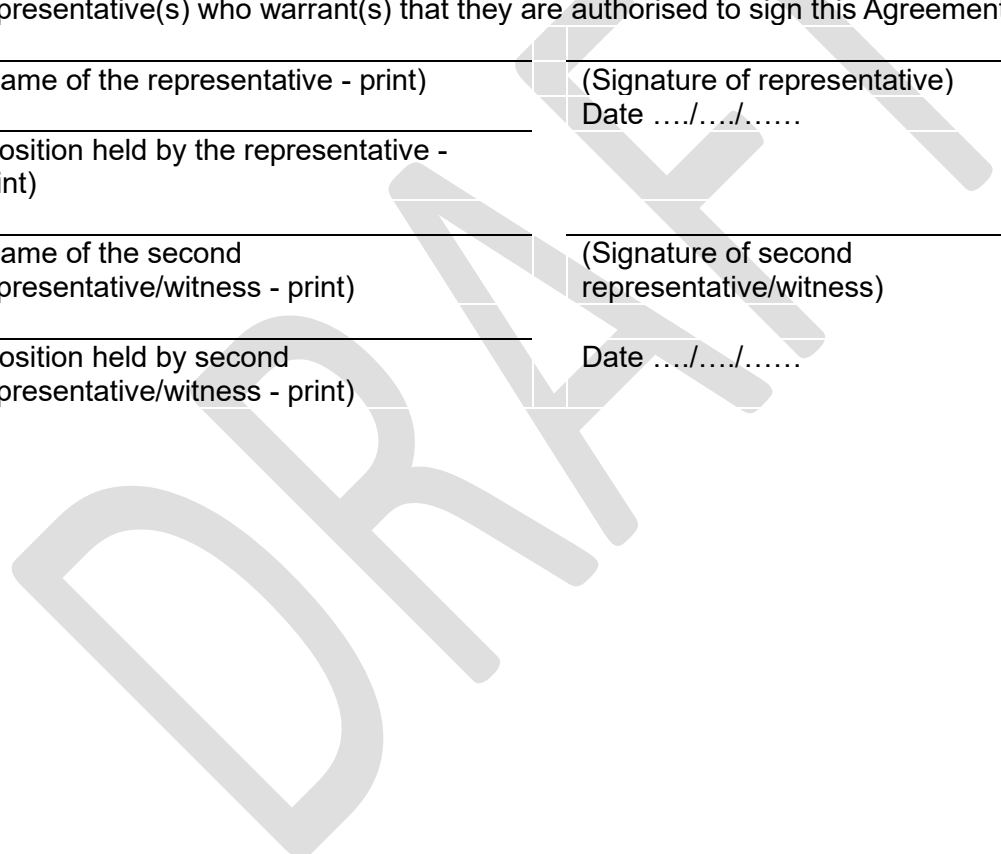
Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN – hide if NULL] in accordance with its rules, by its representative(s) who warrant(s) that they are authorised to sign this Agreement:

_____ (Name of the representative - print)	_____ (Signature of representative) Date / /
---	--

(Position held by the representative - print)

_____ (Name of the second representative/witness - print)	_____ (Signature of second representative/witness)
--	---

_____ (Position held by second representative/witness - print)	_____ Date / /
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Schedule 1 – Glossary

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.

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant [, excluding Activity Material [and/,] Intellectual Property Rights [and real property]].

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.

Child means an individual(s) under the age of 18 years and **Children** has a similar meaning.

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children.

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.

Constitution means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;

(b) in relation to any other kind of body:

- i. the body's charter or memorandum; or
- ii. any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

Criminal or Court Record means any record of any Other Offence.

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 [and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].

Grantee means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

Grant Details means the document titled Grant Details that forms part of this Agreement.

Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968* (Cth)).

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

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.

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, as published by the Australian Government (available at: <https://www.childsafety.gov.au/resources/national-principles-child-safe-organisations>).

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c).

Party means the Grantee or the Commonwealth.

Permitted Acts means any of the following classes or types of acts or omissions:

- (a) using, reproducing, adapting or exploiting all or any part of the Program Material, with or without attribution or authorship;
- (b) supplementing the Program Material with any other Material;
- (c) using the Program Material in a different context to that originally envisaged;
- (d) releasing the Program Material to the public under an Open Access Licence; and
- (e) the acts or omissions, specifically set out in Item [insert],

but does not include false attribution of authorship

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

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in.

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

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

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.

Serious Offence means:

- (f) a crime or offence involving the death of a person;
- (g) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
- (h) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
- (i) an attempt to commit a crime or offence described in (a) to (c).

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

Vulnerable Person means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the

influence, or past or existing use, of alcohol, drugs or substances or any other reason.

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

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