



## Department of the Prime Minister and Cabinet

s 47F

Migration Council Australia  
PO Box 1895  
CANBERRA ACT 2600  
info@migrationcouncil.org.au

Dear s 47F

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Women's Leadership and Development	National Women's Alliances - 4-G7DYL1M	\$820,898	\$82,089	\$902,987
<b>Total</b>		<b>\$820,898</b>	<b>\$82,089</b>	<b>\$902,987</b>

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 8 July 2021 to the address below, otherwise this offer will lapse.

OFW.Manage@communitygrants.gov.au

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email [OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au).

Yours sincerely

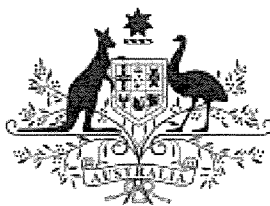
s 22

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s 22

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8 July 2021



**Australian Government**

**Commonwealth  
Standard Grant Agreement**

between  
the Commonwealth represented by  
Department of the Prime Minister and  
Cabinet  
and  
Migration Council Australia

## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	Migration Council Australia
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	Harmony Alliance: Migrant and Refugee Women for Change
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	81 158 840 325
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Level 4, Suite 23-24 28 University Avenue, CANBERRA CITY ACT 2601
Relevant business place (if different)	
Telephone	02 6162 0361
Fax	
Email	info@migrationcouncil.org.au

### The Commonwealth

The Commonwealth of Australia represented by Department of the Prime Minister and Cabinet  
1 National Circuit BARTON ACT 2600  
ABN 18 108 001 191

### 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 and the relevant Grant Details.



## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DYL1E
Program Schedule ID:	4-G7DYL1H

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian Women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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

The Grant is being provided as part of the Women's Leadership and Development program.

## National Women's Alliances - 4-G7DYL1M

### B. Activity

In undertaking this Activity, you must establish a civil society network (Alliance) to ensure women's voices are heard in the policy making process.

The intended outcomes of the National Women's Alliances are that Alliances:

- represent Australian women, including underrepresented women
- collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women
- collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Alliances are expected to undertake the following activities:

- grow a membership base of organisations and individuals, including women who are underrepresented
- work collaboratively with other Alliances
- consult with Australian women to identify issues affecting Australian women
- gather evidence to develop solutions to priority issues affecting Australian women.

The six themes of the Alliances are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

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

	Location Type	Name	Address
1	Direct Funded	Migration Council Australia	Level 4 Suite 23-24 28 University Avenue CANBERRA CITY ACT 2601

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

### C. Duration of the Grant

The Activity starts on 23 August 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 31 December 2024 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**.

#### D. Payment of the Grant

The total amount of the Grant is \$820,898.70 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$246,898.70
2022-2023	\$287,000.00
2023-2024	\$287,000.00

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

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

<b>BSB Number</b>	s 47G(1)(a)
<b>Financial Institution</b>	
<b>Account Number</b>	
<b>Account Name</b>	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	1 September 2021	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2021-22 funds on acceptance of all reports to date	31 January 2022	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2022-23 funds on acceptance of all reports to date	29 July 2022	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2022-23 funds on acceptance of all reports to date	31 January 2023	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 July 2023	\$143,500.00	\$14,350.00	\$157,850.00



Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 January 2024	\$143,500.00	\$14,350.00	\$157,850.00
<b>Total Amount</b>		<b>\$820,898.70</b>	<b>\$82,089.88</b>	<b>\$902,988.58</b>

## Invoicing

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.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	23 September 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	16 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	13 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	14 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024

### E.1 Performance Reports

None Specified

### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

### E.3 Financial Acquittal Reports

#### Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

### E.4 Other Reports

#### Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan. A standardised performance template will be provided that requires achievement against key performance criteria including engagement with a breadth of members.

#### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- Identify if and how outcomes have been achieved;
- include the agreed evidence proposed in your application; and
- identify the total eligible expenditure incurred.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	s 47F
Position	
Business hours telephone	
E-mail	

### Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	OFW.Manage@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.



Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DYL1E
Program Schedule ID:	4-G7DYL1H

## Signatures

\*Note: See explanatory notes on the signature block over page

### Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in the presence of:

<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 22</div> <hr/> <p>(Name of Departmental Representative)</p>	<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 22</div> <hr/> <p>(Signature)</p>
<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">Assistant Director</div> <hr/> <p>(Position of Departmental Representative)</p>	<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 22</div> <hr/> <p>(Signature of Witness)</p>
<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 22</div> <hr/> <p>(Name of Witness in full)</p>	<p style="text-align: right;">13 / 07 / 2021</p>
<p>13 / 07 / 2021</p>	

Signed for and on behalf of Migration Council Australia, ABN 81 158 840 325 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 47F</div> <hr/> <p>(Name and position held by Signatory)</p>	<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 22</div> <hr/> <p>(Signature)</p>
<div style="border: 1px solid black; background-color: #cccccc; padding: 5px; text-align: center;">s 22</div> <hr/> <p>(Signature of Signatory/Witness)</p>	
<p>12, 7, 21</p>	
<p>12, 7, 21</p>	

## Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.

**Schedule 1: Commonwealth Standard Grant Conditions**

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DYL1E
<b>Schedule ID:</b>	4-G7DYL1H

**1. Undertaking the Activity**

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

**2. Payment of the Grant**

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

(a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;

(b) that is established solely for the purpose of the Activity; and

(c) that is separate from the Grantee's other operational accounts.

**3. Acknowledgements**

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

**4. Notices**

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

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

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this

Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**



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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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

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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.



# Commonwealth Standard Grant Agreement

## Supplementary Provisions (Clause Bank)

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DYL1E
<b>Schedule ID:</b>	4-G7DYL1H

### 1. Other contributions

Not Applicable

### 2. Activity budget

Not Applicable

### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

### 3A. Intellectual property - research

Not Applicable

### 3B. Creative Commons licence

Not Applicable

### 4. Access/Monitoring/Inspection

Not Applicable

### 5. Equipment and assets

Not Applicable

### 6. Specified personnel

Not Applicable

### 7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:

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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved

Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### *Definitions*

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

## **10. Commonwealth Material, facilities and assistance**

Not Applicable

## **11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **12. Grantee trustee of trust**

Not Applicable

## **13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.



CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable

**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.

## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### **23A. Incorporation requirement**

Not Applicable

#### **24. Counterparts**

Not Applicable

#### **25. Employees Subject to SACS Decision**

Not Applicable

#### **26. Program interoperability with National Disability Insurance Scheme**

Not Applicable

#### **27. Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable



## Department of the Prime Minister and Cabinet

s 47F

National Aboriginal & Torres Strait Islander Women's Alliance (Indigenous Corp)  
PO Box 1532  
YEPPOON QLD 4825  
natsiwa@amsws.org.au

Dear s 47F

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Women's Leadership and Development	National Women's Alliances - 4-G79OFHP	\$820,898	\$82,089	\$902,987
<b>Total</b>		<b>\$820,898</b>	<b>\$82,089</b>	<b>\$902,987</b>

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 8 July 2021 to the address below, otherwise this offer will lapse.

OFW.Manage@communitygrants.gov.au



When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email [OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au).

Yours sincerely

s 22

A large rectangular grey box redacting the signature of the sender.

s 22

A small rectangular grey box redacting the signature of the sender.

8 July 2021



**Australian Government**

**Commonwealth  
Standard Grant Agreement**

between  
the Commonwealth represented by  
Department of the Prime Minister and  
Cabinet

and

National Aboriginal & Torres Strait  
Islander Women's Alliance (Indigenous  
Corp)

## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	National Aboriginal & Torres Strait Islander Women's Alliance (Indigenous Corp)
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Incorporated Entity
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	27 732 591 422
Registered for Goods and Services Tax (GST)	Y s 47F
Date from which GST registration was effective	
Registered office (physical/postal)	2 Palmerston Road, MT DRUITT NSW 2110
Relevant business place (if different)	P.O. BOX 1532 YEPPON 4703 QLD s 47F
Telephone	
Fax	s 47F
Email	natsiwa@ams

### The Commonwealth

The Commonwealth of Australia represented by Department of the Prime Minister and Cabinet  
1 National Circuit BARTON ACT 2600  
ABN 18 108 001 191

### 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 and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G79OFHH
Program Schedule ID:	4-G79OFHK

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian Women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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

The Grant is being provided as part of the Women's Leadership and Development program.

## National Women's Alliances - 4-G79OFHP

### B. Activity

In undertaking this Activity, you must establish a civil society network (Alliance) to ensure women's voices are heard in the policy making process.

The intended outcomes of the National Women's Alliances are that Alliances:

- represent Australian women, including underrepresented women
- collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women
- collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Alliances are expected to undertake the following activities:

- grow a membership base of organisations and individuals, including women who are underrepresented
- work collaboratively with other Alliances
- consult with Australian women to identify issues affecting Australian women
- gather evidence to develop solutions to priority issues affecting Australian women.

The six themes of the Alliances are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

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

	Location Type	Name	Address
1	Direct Funded	National Aboriginal & Torres Strait Islander Women's Alliance (Indigenous Corp)	2 Palmerston Road MT DRUITT NSW 2770

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia



### C. Duration of the Grant

The Activity starts on 23 August 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 31 December 2024 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**.

### D. Payment of the Grant

The total amount of the Grant is \$820,898.70 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$246,898.70
2022-2023	\$287,000.00
2023-2024	\$287,000.00

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

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

BSB Number	s 47G(1)(a)
Financial Institution	
Account Number	
Account Name	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	1 September 2021	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2021-22 funds on acceptance of all reports to date	31 January 2022	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2022-23 funds on acceptance of all reports to date	29 July 2022	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2022-23 funds on acceptance of all reports to date	31 January 2023	\$143,500.00	\$14,350.00	\$157,850.00

Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 July 2023	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 January 2024	\$143,500.00	\$14,350.00	\$157,850.00
<b>Total Amount</b>		<b>\$820,898.70</b>	<b>\$82,089.88</b>	<b>\$902,988.58</b>

### Invoicing

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.

### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	23 September 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	16 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	13 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	14 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024

#### E.1 Performance Reports

None Specified

#### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties



during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

### E.3 Financial Acquittal Reports

#### Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

### E.4 Other Reports

#### Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan. A standardised performance template will be provided that requires achievement against key performance criteria including engagement with a breadth of members.

#### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- Identify if and how outcomes have been achieved;
- include the agreed evidence proposed in your application; and
- identify the total eligible expenditure incurred.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	s 47F
Position	
Business hours telephone	
E-mail	

### Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	OFW.Manage@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G79OFHH
Program Schedule ID:	4-G79OFHK

## Signatures

\*Note: See explanatory notes on the signature block over page

### Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in the presence of:

s 22  
\_\_\_\_\_  
(Name of Departmental Representative)

Assistant Director  
\_\_\_\_\_  
(Position of Departmental Representative)

s 22  
\_\_\_\_\_  
(Name of Witness in full)

s 22  
\_\_\_\_\_  
(Signature of Departmental Representative)  
19.07.2021

s 22  
\_\_\_\_\_  
(Signature of Witness)  
19.07.2021

Signed for and on behalf of National Aboriginal & Torres Strait Islander Women's Alliance (Indigenous Corp), ABN 27 732 591 422 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

s 47F s 47F  
\_\_\_\_\_  
(Name and position held by Signatory)

s 22  
\_\_\_\_\_  
(Name and position held by second Signatory/Name of Witness)

s 22  
\_\_\_\_\_  
(Signature)  
12.07.2021

s 22  
\_\_\_\_\_  
(Signature of second Signatory/Witness)  
12.7.2021

## Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.

**Schedule 1: Commonwealth Standard Grant Conditions**

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G79OFHH
<b>Schedule ID:</b>	4-G79OFHK

**1. Undertaking the Activity**

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

**2. Payment of the Grant**

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

(a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;

(b) that is established solely for the purpose of the Activity; and

(c) that is separate from the Grantee's other operational accounts.

**3. Acknowledgements**

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

**4. Notices**

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this

Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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



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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**

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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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



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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Commonwealth Standard Grant Agreement

### Supplementary Provisions (Clause Bank)

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G79OFHH
<b>Schedule ID:</b>	4-G79OFHK

#### 1. Other contributions

Not Applicable

#### 2. Activity budget

Not Applicable

#### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

#### 3A. Intellectual property - research

Not Applicable

### 3B. Creative Commons licence

Not Applicable

### 4. Access/Monitoring/Inspection

Not Applicable

### 5. Equipment and assets

Not Applicable

### 6. Specified personnel

Not Applicable

### 7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:



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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved

Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### **Definitions**

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

## **10. Commonwealth Material, facilities and assistance**

Not Applicable

## **11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **12. Grantee trustee of trust**

Not Applicable

## **13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable

**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.

## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to



above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### **23A. Incorporation requirement**

Not Applicable

#### **24. Counterparts**

Not Applicable

#### **25. Employees Subject to SACS Decision**

Not Applicable

#### **26. Program interoperability with National Disability Insurance Scheme**

Not Applicable

#### **27. Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable



## Department of the Prime Minister and Cabinet

Ms Keli McDonald  
 National Rural Women's Coalition Limited  
 GPO Box 437  
 CANBERRA ACT 2601  
 eo@nrwc.org.au

Dear Ms McDonald

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Women's Leadership and Development	National Women's Alliances - 4-G7DZJV4	\$820,898	\$82,089	\$902,987
<b>Total</b>		<b>\$820,898</b>	<b>\$82,089</b>	<b>\$902,987</b>

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 8 July 2021 to the address below, otherwise this offer will lapse.

OFW.Manage@communitygrants.gov.au

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email [OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au).

Yours sincerely

s 22

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s 22

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8 July 2021



**Australian Government**

**Commonwealth  
Standard Grant Agreement**

between  
the Commonwealth represented by  
Department of the Prime Minister and  
Cabinet

and  
National Rural Women's Coalition Limited



## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	National Rural Women's Coalition Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	National Rural Women's Coalition Limited
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	14 151 707 158
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	63 Harts Lane, KYNETON VIC 3444
Relevant business place (if different)	Suite 10-11, 203 Conadilly St Gunnedah NSW 2380
Telephone	03 5424 8022 0455 844 101
Fax	
Email	eo@nrwc.org.au admin@nrwc.com.au ceo@nrwc.com.au

### The Commonwealth

The Commonwealth of Australia represented by Department of the Prime Minister and Cabinet  
1 National Circuit BARTON ACT 2600  
ABN 18 108 001 191

## 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 and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DZJUW
Program Schedule ID:	4-G7DZJUJZ

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian Women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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

The Grant is being provided as part of the Women's Leadership and Development program.

## National Women's Alliances - 4-G7DZJV4

### B. Activity

In undertaking this Activity, you must establish a civil society network (Alliance) to ensure women's voices are heard in the policy making process.

The intended outcomes of the National Women's Alliances are that Alliances:

- represent Australian women, including underrepresented women
- collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women
- collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Alliances are expected to undertake the following activities:

- grow a membership base of organisations and individuals, including women who are underrepresented
- work collaboratively with other Alliances
- consult with Australian women to identify issues affecting Australian women
- gather evidence to develop solutions to priority issues affecting Australian women.

The six themes of the Alliances are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

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

	Location Type	Name	Address
1	Direct Funded	National Rural Women's Coalition Limited	<del>63 Harts Lane KYNETON VIC 3444</del> Suite 10-11, 203 Conaahilly St Gunnedah NSW 2380

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

### C. Duration of the Grant

The Activity starts on 23 August 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.



The Agreement ends on 31 December 2024 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**.

#### D. Payment of the Grant

The total amount of the Grant is \$820,898.70 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$246,898.70
2022-2023	\$287,000.00
2023-2024	\$287,000.00

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

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

BSB Number	s 47G(1)(a)
Financial Institution	
Account Number	
Account Name	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	1 September 2021	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2021-22 funds on acceptance of all reports to date	31 January 2022	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2022-23 funds on acceptance of all reports to date	29 July 2022	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2022-23 funds on acceptance of all reports to date	31 January 2023	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 July 2023	\$143,500.00	\$14,350.00	\$157,850.00

Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 January 2024	\$143,500.00	\$14,350.00	\$157,850.00
<b>Total Amount</b>		<b>\$820,898.70</b>	<b>\$82,089.88</b>	<b>\$902,988.58</b>

## Invoicing

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.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	23 September 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	16 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	13 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	14 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024

### E.1 Performance Reports

None Specified

### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.



### E.3 Financial Acquittal Reports

#### Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

### E.4 Other Reports

#### Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan. A standardised performance template will be provided that requires achievement against key performance criteria including engagement with a breadth of members.

#### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- Identify if and how outcomes have been achieved;
- include the agreed evidence proposed in your application; and
- identify the total eligible expenditure incurred.

### F. Party representatives and address for notices

#### Grantee's representative and address

<b>Grantee's representative name</b>	Ms Keli McDonald
<b>Position</b>	Chief Executive Officer
<b>Business hours telephone</b>	s 47F
<b>E-mail</b>	ceo@nrwc.com.au

#### Commonwealth representative and email address

<b>Business hours telephone</b>	not applicable
<b>E-mail</b>	OFW.Manage@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.



Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DZJUW
Program Schedule ID:	4-G7DZJUJ

## Signatures

\*Note: See explanatory notes on the signature block over page

### Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in the presence of:

<p>_____ s 22</p> <p>(Name of Departmental Representative)</p> <p><b>Assistant Director</b></p> <p>(Position of Departmental Representative)</p> <p>_____ s 22</p> <p>(Name of Witness in full)</p>	<p>_____ s 22</p> <p>(Signature of Departmental Representative)</p> <p>_____ s 22</p> <p>(Signature of Witness)</p> <p>27/07/2021</p> <p>27/07/2021</p>
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Signed for and on behalf of National Rural Women's Coalition Limited, ABN 14 151 707 158 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

<p>_____</p> <p>(Name and position held by Signatory)</p> <p>Leonie Noble President</p>	<p>_____ s 22</p> <p>(Signature)</p> <p>21/7/2021</p>
<p>_____</p> <p>(Name and position held by second Signatory/Name of Witness)</p> <p>Keli McDonald CEO NRWC</p>	<p>_____ s 22</p> <p>(Signature of second Signatory/Witness)</p> <p>21/7/2021</p>

## Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.

**Schedule 1: Commonwealth Standard Grant Conditions**

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DZJUW
<b>Schedule ID:</b>	4-G7DZJUJ

**1. Undertaking the Activity**

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

**2. Payment of the Grant**

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

(a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;

(b) that is established solely for the purpose of the Activity; and

(c) that is separate from the Grantee's other operational accounts.

**3. Acknowledgements**

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

**4. Notices**

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this

Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**

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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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



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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Commonwealth Standard Grant Agreement

### Supplementary Provisions (Clause Bank)

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DZJUW
<b>Schedule ID:</b>	4-G7DZJUZ

#### 1. Other contributions

Not Applicable

#### 2. Activity budget

Not Applicable

#### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

#### 3A. Intellectual property - research

Not Applicable

### 3B. Creative Commons licence

Not Applicable

### 4. Access/Monitoring/Inspection

Not Applicable

### 5. Equipment and assets

Not Applicable

### 6. Specified personnel

Not Applicable

### 7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:

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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved



Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### **Definitions**

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

## **10. Commonwealth Material, facilities and assistance**

Not Applicable

## **11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **12. Grantee trustee of trust**

Not Applicable

## **13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable

**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.

## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the



relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### **23A. Incorporation requirement**

Not Applicable

#### **24. Counterparts**

Not Applicable

#### **25. Employees Subject to SACS Decision**

Not Applicable

#### **26. Program interoperability with National Disability Insurance Scheme**

Not Applicable

#### **27. Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable



## Department of the Prime Minister and Cabinet

Ms Helen Dalley-Fisher  
 YWCA Australia  
 PO Box 1022  
 DICKSON ACT 2602  
[jessica.watkinson@ywcaofdarwin.org.au](mailto:jessica.watkinson@ywcaofdarwin.org.au)

Dear Ms Dalley-Fisher

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Women's Leadership and Development	National Women's Alliances - 4-G7DR2WT	\$820,898	\$82,089	\$902,987
<b>Total</b>		<b>\$820,898</b>	<b>\$82,089</b>	<b>\$902,987</b>

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 8 July 2021 to the address below, otherwise this offer will lapse.

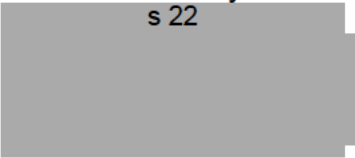
[OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au)

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email [OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au).

Yours sincerely  
s 22

A large rectangular area of the document is redacted with a solid grey box, obscuring the signature of the sender.

s 22

8 July 2021



**Australian Government**

# **Commonwealth Standard Grant Agreement**

between  
the Commonwealth represented by  
Department of the Prime Minister and  
Cabinet  
and  
YWCA Australia

## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	YWCA Australia
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	74 111 663 873
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	5th Floor CPA House, 161 London Cirt, CANBERRA ACT 2601
Relevant business place (if different)	
Telephone	08 8936 0500
Fax	02 6175 9993
Email	jessica.watkinson@ywcaofdarwin.org.au

### The Commonwealth

The Commonwealth of Australia represented by Department of the Prime Minister and Cabinet  
1 National Circuit BARTON ACT 2600  
ABN 18 108 001 191

## 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 and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DR2WL
<b>Program Schedule ID:</b>	4-G7DR2WO

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian Women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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

The Grant is being provided as part of the Women's Leadership and Development program.



## National Women's Alliances - 4-G7DR2WT

### B. Activity

In undertaking this Activity, you must establish a civil society network (Alliance) to ensure women's voices are heard in the policy making process.

The intended outcomes of the National Women's Alliances are that Alliances:

- represent Australian women, including underrepresented women
- collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women
- collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Alliances are expected to undertake the following activities:

- grow a membership base of organisations and individuals, including women who are underrepresented
- work collaboratively with other Alliances
- consult with Australian women to identify issues affecting Australian women
- gather evidence to develop solutions to priority issues affecting Australian women.

The six themes of the Alliances are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

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

	Location Type	Name	Address
1	Direct Funded	YWCA Australia	5th Floor CPA House 161 London Cirt CANBERRA ACT 2601

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

### C. Duration of the Grant

The Activity starts on 23 August 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 31 December 2024 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**.

## D. Payment of the Grant

The total amount of the Grant is \$820,898.70 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$246,898.70
2022-2023	\$287,000.00
2023-2024	\$287,000.00

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

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

<b>BSB Number</b>	s 47G(1)(a)
<b>Financial Institution</b>	
<b>Account Number</b>	
<b>Account Name</b>	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	1 September 2021	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2021-22 funds on acceptance of all reports to date	31 January 2022	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2022-23 funds on acceptance of all reports to date	29 July 2022	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2022-23 funds on acceptance of all reports to date	31 January 2023	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 July 2023	\$143,500.00	\$14,350.00	\$157,850.00

Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 January 2024	\$143,500.00	\$14,350.00	\$157,850.00
<b>Total Amount</b>		<b>\$820,898.70</b>	<b>\$82,089.88</b>	<b>\$902,988.58</b>

## Invoicing

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.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

<b>Milestone</b>	<b>Information to be included</b>	<b>Due Date</b>
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	23 September 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	16 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	13 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	14 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024

### E.1 Performance Reports

None Specified

### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

## E.3 Financial Acquittal Reports

### Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

## E.4 Other Reports

### Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan. A standardised performance template will be provided that requires achievement against key performance criteria including engagement with a breadth of members.

### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- Identify if and how outcomes have been achieved;
- include the agreed evidence proposed in your application; and
- identify the total eligible expenditure incurred.

## F. Party representatives and address for notices

### Grantee's representative and address

<b>Grantee's representative name</b>	Ms Helen Dalley-Fisher
<b>Position</b>	Program Manager
<b>Business hours telephone</b>	04 1306 5822
<b>E-mail</b>	era@ywca.org.au

### Commonwealth representative and email address

<b>Business hours telephone</b>	not applicable
<b>E-mail</b>	OFW.Manage@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DR2WL
<b>Program Schedule ID:</b>	4-G7DR2WO

## Signatures

\*Note: See explanatory notes on the signature block over page

### Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in the presence of:

\_\_\_\_\_  
 s 22  
 (Name of Departmental Representative)

\_\_\_\_\_  
 s 22  
 (Signatur \_\_\_\_\_ ntative)

\_\_\_\_\_  
 Assistant Director  
 (Position of Departmental Representative)

06./08./2021

\_\_\_\_\_  
 s 22  
 (Name of Witness in full)

\_\_\_\_\_  
 s 22  
 (Signature of Witness)

..06/08./2021..

Signed for and on behalf of YWCA Australia, ABN 74 111 663 873 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

\_\_\_\_\_  
 Michelle Phillips (Chief Executive Officer)  
 (Name and position held by Signatory)

\_\_\_\_\_  
 s 22  
 (Signature)

\_\_\_\_\_  
 Hannah Murray (Executive Officer)  
 (Name and position held by second Signatory/Name of Witness)

\_\_\_\_\_  
 s 22  
 (Signature)  
 .27.07.2021  
 \_\_\_\_\_  
 natory/Witness)

27/07/2021

## Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.

**Schedule 1: Commonwealth Standard Grant Conditions**

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DR2WL
<b>Schedule ID:</b>	4-G7DR2WO

**1. Undertaking the Activity**

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

**2. Payment of the Grant**

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

(a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;

(b) that is established solely for the purpose of the Activity; and

(c) that is separate from the Grantee's other operational accounts.

**3. Acknowledgements**

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

**4. Notices**

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this



Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**

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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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

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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Commonwealth Standard Grant Agreement

### Supplementary Provisions (Clause Bank)

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DR2WL
<b>Schedule ID:</b>	4-G7DR2WO

#### 1. Other contributions

Not Applicable

#### 2. Activity budget

Not Applicable

#### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

#### 3A. Intellectual property - research

Not Applicable

### 3B. Creative Commons licence

Not Applicable

### 4. Access/Monitoring/Inspection

Not Applicable

### 5. Equipment and assets

Not Applicable

### 6. Specified personnel

Not Applicable

### 7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:

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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved

Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### *Definitions*

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

## **10. Commonwealth Material, facilities and assistance**

Not Applicable

## **11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **12. Grantee trustee of trust**

Not Applicable

## **13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable



**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.

## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### **23A. Incorporation requirement**

Not Applicable

#### **24. Counterparts**

Not Applicable

#### **25. Employees Subject to SACS Decision**

Not Applicable

#### **26. Program interoperability with National Disability Insurance Scheme**

Not Applicable

#### **27. Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable



## Department of the Prime Minister and Cabinet

Ms Frances Crimmins  
YWCA Canberra  
GPO Box 767  
CANBERRA ACT 2601  
canberra@ywca-canberra.org.au

Dear Ms Crimmins

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Women's Leadership and Development	National Women's Alliances - 4-G7DR2N9	\$820,898	\$82,089	\$902,987
<b>Total</b>		<b>\$820,898</b>	<b>\$82,089</b>	<b>\$902,987</b>

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 8 July 2021 to the address below, otherwise this offer will lapse.

OFW.Manage@communitygrants.gov.au

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email [OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au).

Yours sincerely

s 22

A large rectangular grey box redacting the signature of the sender.

s 22

A small rectangular grey box redacting the signature of the sender.

8 July 2021





**Australian Government**

**Commonwealth  
Standard Grant Agreement**

between  
the Commonwealth represented by  
Department of the Prime Minister and  
Cabinet  
and  
YWCA Canberra

## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	YWCA Canberra
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	YWCA of Canberra
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	48 008 389 151
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Level 2 YWCA House, 71 Northbourne Avenue, CANBERRA ACT 2601
Relevant business place (if different)	
Telephone	02 6185 2040
Fax	02 6175 9922
Email	canberra@ywca-canberra.org.au

### The Commonwealth

The Commonwealth of Australia represented by Department of the Prime Minister and Cabinet  
1 National Circuit BARTON ACT 2600  
ABN 18 108 001 191

### 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 and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

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

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

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

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

## Grant Details

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DR2N1
Program Schedule ID:	4-G7DR2N4

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian Women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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

The Grant is being provided as part of the Women's Leadership and Development program.

## National Women's Alliances - 4-G7DR2N9

### B. Activity

In undertaking this Activity, you must establish a civil society network (Alliance) to ensure women's voices are heard in the policy making process.

The intended outcomes of the National Women's Alliances are that Alliances:

- represent Australian women, including underrepresented women
- collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women
- collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Alliances are expected to undertake the following activities:

- grow a membership base of organisations and individuals, including women who are underrepresented
- work collaboratively with other Alliances
- consult with Australian women to identify issues affecting Australian women
- gather evidence to develop solutions to priority issues affecting Australian women.

The six themes of the Alliances are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

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

	Location Type	Name	Address
1	Direct Funded	YWCA Canberra	Level 2 YWCA House 71 Northbourne Avenue CANBERRA ACT 2601

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

### C. Duration of the Grant

The Activity starts on 23 August 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.



The Agreement ends on 31 December 2024 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**.

#### D. Payment of the Grant

The total amount of the Grant is \$820,898.70 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$246,898.70
2022-2023	\$287,000.00
2023-2024	\$287,000.00

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

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

BSB Number	s 47G(1)(a)
Financial Institution	
Account Number	
Account Name	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	1 September 2021	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2021-22 funds on acceptance of all reports to date	31 January 2022	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2022-23 funds on acceptance of all reports to date	29 July 2022	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2022-23 funds on acceptance of all reports to date	31 January 2023	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 July 2023	\$143,500.00	\$14,350.00	\$157,850.00

Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 January 2024	\$143,500.00	\$14,350.00	\$157,850.00
<b>Total Amount</b>		<b>\$820,898.70</b>	<b>\$82,089.88</b>	<b>\$902,988.58</b>

## Invoicing

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.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	<del>23 September 2021</del> 23 October 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	16 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	13 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	14 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024

### E.1 Performance Reports

None Specified

### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.



### E.3 Financial Acquittal Reports

#### Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

### E.4 Other Reports

#### Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan. A standardised performance template will be provided that requires achievement against key performance criteria including engagement with a breadth of members.

#### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- Identify if and how outcomes have been achieved;
- include the agreed evidence proposed in your application; and
- identify the total eligible expenditure incurred.

## F. Party representatives and address for notices

### Grantee's representative and address

<b>Grantee's representative name</b>	Ms Frances Crimmins
<b>Position</b>	Chief Executive Officer
<b>Business hours telephone</b>	04 5096 2866
<b>E-mail</b>	frances.crimmins@ywca-canberra.org.au

### Commonwealth representative and email address

<b>Business hours telephone</b>	not applicable
<b>E-mail</b>	OFW.Manage@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.



Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DR2N1
Program Schedule ID:	4-G7DR2N4

## Signatures

\*Note: See explanatory notes on the signature block over page

### Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in the presence of:

<div style="background-color: black; color: white; padding: 2px 10px;">s 22</div> <hr/> (Name of Departmental Representative)	<div style="background-color: black; color: white; padding: 2px 10px;">s 22</div> <hr/> (Signature of Departmental Representative)	
<b>Assistant Director</b> <hr/> (Position of Departmental Representative)	<div style="background-color: black; color: white; padding: 2px 10px;">s 22</div> <hr/> (Signature of Witness)	02/08/2021
<div style="background-color: black; color: white; padding: 2px 10px;">s 22</div> <hr/> (Name of Witness in full)		02/08/2021

Signed for and on behalf of YWCA Canberra, ABN 48 008 389 151 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

<i>Carina Zecow, Director</i> <hr/> (Name and position held by Signatory)	<div style="background-color: black; color: white; padding: 2px 10px;">s 22</div> <hr/> (Signature of Signatory)	
<i>Frances Crimmins, CEO</i> <hr/> (Name and position held by second Signatory/Name of Witness)	<div style="background-color: black; color: white; padding: 2px 10px;">s 22</div> <hr/> (Signature of second Signatory/Witness)	22/7/2021
		28/7/2021

## Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.

## Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DR2N1
Schedule ID:	4-G7DR2N4

### 1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

- (a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;
- (b) that is established solely for the purpose of the Activity; and
- (c) that is separate from the Grantee's other operational accounts.

### 3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

### 4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this

Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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



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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**

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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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

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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or



(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

**19.2.2 If the Grantee:**

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

**19.3 Termination for fault**

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

**19.3.2** The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

**20. Cancellation or reduction for convenience**

**20.1** The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

**20.2** On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Commonwealth Standard Grant Agreement

### Supplementary Provisions (Clause Bank)

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DR2N1
Schedule ID:	4-G7DR2N4

#### 1. Other contributions

Not Applicable

#### 2. Activity budget

Not Applicable

#### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

#### 3A. Intellectual property - research

Not Applicable

**3B. Creative Commons licence**

Not Applicable

**4. Access/Monitoring/Inspection**

Not Applicable

**5. Equipment and assets**

Not Applicable

**6. Specified personnel**

Not Applicable

**7. Relevant qualifications, licences, permits, approvals or skills**

Not Applicable

**8. Vulnerable Persons**

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:

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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved



Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### **Definitions**

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;



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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

**10. Commonwealth Material, facilities and assistance**

Not Applicable

**11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

**12. Grantee trustee of trust**

Not Applicable

**13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable

**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.



## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### 23A. Incorporation requirement

Not Applicable

#### 24. Counterparts

Not Applicable

#### 25. Employees Subject to SACS Decision

Not Applicable

#### 26. Program interoperability with National Disability Insurance Scheme

Not Applicable

#### 27. Rollover of Surplus and Uncommitted Funds

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable

**Schedule 1: Commonwealth Standard Grant Conditions**

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DR2N1
<b>Schedule ID:</b>	4-G7DR2N4

**1. Undertaking the Activity**

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

**2. Payment of the Grant**

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

(a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;

(b) that is established solely for the purpose of the Activity; and

(c) that is separate from the Grantee's other operational accounts.

**3. Acknowledgements**

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

**4. Notices**

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

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

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this

Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**

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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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

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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or



(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Commonwealth Standard Grant Agreement

### Supplementary Provisions (Clause Bank)

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DR2N1
<b>Schedule ID:</b>	4-G7DR2N4

#### 1. Other contributions

Not Applicable

#### 2. Activity budget

Not Applicable

#### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

#### 3A. Intellectual property - research

Not Applicable

### 3B. Creative Commons licence

Not Applicable

### 4. Access/Monitoring/Inspection

Not Applicable

### 5. Equipment and assets

Not Applicable

### 6. Specified personnel

Not Applicable

### 7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:

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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved



Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### *Definitions*

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

## **10. Commonwealth Material, facilities and assistance**

Not Applicable

## **11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **12. Grantee trustee of trust**

Not Applicable

## **13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable

**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.

## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.



## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### **23A. Incorporation requirement**

Not Applicable

#### **24. Counterparts**

Not Applicable

#### **25. Employees Subject to SACS Decision**

Not Applicable

#### **26. Program interoperability with National Disability Insurance Scheme**

Not Applicable

#### **27. Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable



## Department of the Prime Minister and Cabinet

Ms Carolyn Frohmader  
 Women With Disabilities (Australia)  
 PO Box 407  
 LENA VALLEY TAS 7008  
 carolyn@wwda.org.au

Dear Ms Frohmader

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST)
Women's Leadership and Development	National Women's Alliances - 4-G7DK72J	\$820,898	\$82,089	\$902,987
<b>Total</b>		<b>\$820,898</b>	<b>\$82,089</b>	<b>\$902,987</b>

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 8 July 2021 to the address below, otherwise this offer will lapse.

OFW.Manage@communitygrants.gov.au

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

If you have any questions about this offer, please email [OFW.Manage@communitygrants.gov.au](mailto:OFW.Manage@communitygrants.gov.au).

Yours sincerely

s 22



s 22



8 July 2021





**Australian Government**

**Commonwealth  
Standard Grant Agreement**

between  
the Commonwealth represented by  
Department of the Prime Minister and  
Cabinet  
and  
Women With Disabilities (Australia)

## Grant Agreement

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

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	Women With Disabilities (Australia)
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Incorporated Association
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	23 627 650 121
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	s 47F
Relevant business place (if different)	
Telephone	04 3853 5123
Fax	03 6244 8255 N/A
Email	carolyn@wwda.org.au

### The Commonwealth

The Commonwealth of Australia represented by Department of the Prime Minister and Cabinet  
1 National Circuit BARTON ACT 2600  
ABN 18 108 001 191

### 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 and the relevant Grant Details.



## Scope of this Agreement

This Agreement comprises:

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

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

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

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



## Grant Details

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DK6UD
Program Schedule ID:	4-G7DK6UG

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian Women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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

The Grant is being provided as part of the Women's Leadership and Development program.

## National Women's Alliances - 4-G7DK72J

### B. Activity

In undertaking this Activity, you must establish a civil society network (Alliance) to ensure women's voices are heard in the policy making process.

The intended outcomes of the National Women's Alliances are that Alliances:

- represent Australian women, including underrepresented women
- collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women
- collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Alliances are expected to undertake the following activities:

- grow a membership base of organisations and individuals, including women who are underrepresented
- work collaboratively with other Alliances
- consult with Australian women to identify issues affecting Australian women
- gather evidence to develop solutions to priority issues affecting Australian women.

The six themes of the Alliances are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

### Location Information

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

	Location Type	Name	Address
1	Direct Funded	Women With Disabilities (Australia)	s 47F

### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia (2016)	Australia

### C. Duration of the Grant

The Activity starts on 23 August 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 31 December 2024 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**.

#### D. Payment of the Grant

The total amount of the Grant is \$820,898.70 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2021-2022	\$246,898.70
2022-2023	\$287,000.00
2023-2024	\$287,000.00

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

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

BSB Number	s 47G(1)(a)
Financial Institution	
Account Number	
Account Name	

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

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2021-22 funds	1 September 2021	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2021-22 funds on acceptance of all reports to date	31 January 2022	\$123,449.35	\$12,344.94	\$135,794.29
Half yearly payment of 2022-23 funds on acceptance of all reports to date	29 July 2022	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2022-23 funds on acceptance of all reports to date	31 January 2023	\$143,500.00	\$14,350.00	\$157,850.00
Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 July 2023	\$143,500.00	\$14,350.00	\$157,850.00



Half yearly payment of 2023-24 funds on acceptance of all reports to date	31 January 2024	\$143,500.00	\$14,350.00	\$157,850.00
<b>Total Amount</b>		<b>\$820,898.70</b>	<b>\$82,089.88</b>	<b>\$902,988.58</b>

### Invoicing

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.

### E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	23 September 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	16 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	13 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	14 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024

#### E.1 Performance Reports

None Specified

#### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage Activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.



### E.3 Financial Acquittal Reports

#### Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

### E.4 Other Reports

#### Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan. A standardised performance template will be provided that requires achievement against key performance criteria including engagement with a breadth of members.

#### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- Identify if and how outcomes have been achieved;
- include the agreed evidence proposed in your application; and
- identify the total eligible expenditure incurred.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Ms Carolyn Frohmader
Position	Chief Executive Officer
Business hours telephone	04 3853 5535
E-mail	carolyn@wwda.org.au

### Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	OFW.Manage@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Organisation ID:	s 47G(1)(a)
Agreement ID:	4-G7DK6UD
Program Schedule ID:	4-G7DK6UG

## Signatures

\*Note: See explanatory notes on the signature block over page

### Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of the Prime Minister and Cabinet, ABN 18 108 001 191 in the presence of:

<p><u>s 22</u></p> <p>(Name of Departmental Representative)</p> <p><b>Assistant Director</b></p> <p>(Position of Departmental Representative)</p> <p><u>s 22</u></p> <p>(Name of Witness in full)</p>	<p><u>s 22</u></p> <p>(Signature of Departmental Representative)</p> <p><u>s 22</u></p> <p>(Signature of Witness)</p> <p>26/07/2021</p> <p>26/07/2021</p>
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Signed for and on behalf of Women With Disabilities (Australia) in accordance with its rules, and who warrants they are authorised to sign this

<p><u>Carolyn Frohmader, Executive Director</u></p> <p>(Name and position held by Signatory)</p> <p><u>Michelle Carney</u></p> <p>(Name and position held by second Signatory/Name of Witness)</p> <p><u>Manager, LendVale Post Office</u></p> <p><u>Commissioner of declarations</u></p>	<p><u>s 22</u></p> <p>(Signature of Signatory)</p> <p><u>s 22</u></p> <p>(Signature of second Signatory/Witness)</p> <p>15/7/2021</p> <p>15/7/2021</p>
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### Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.



**Schedule 1: Commonwealth Standard Grant Conditions**

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DK6UD
<b>Schedule ID:</b>	4-G7DK6UG

**1. Undertaking the Activity**

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

**2. Payment of the Grant**

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;

(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

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

(a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;

(b) that is established solely for the purpose of the Activity; and

(c) that is separate from the Grantee's other operational accounts.

**3. Acknowledgements**

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

**4. Notices**

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## **5. Relationship between the Parties**

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **6. Subcontracting**

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6.3 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.

6.4 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.

## **7. Conflict of interest**

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

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

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

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

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

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

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

## **9. Taxes, duties and government charges**

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

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this

Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## **10. Spending the Grant**

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

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

## **11. Repayment**

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

## **12. Record keeping**

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

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

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

## **13. Reporting**

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

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

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

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

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

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

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

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

## **14. Privacy**

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

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

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

## **15. Confidentiality**

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

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

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

## **16. Insurance**

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

## **17. Intellectual property**

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

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

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

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

## **18. Dispute resolution**

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

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

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

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

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

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

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

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

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

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

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

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### 19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### 19.3 Termination for fault

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

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

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

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

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

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.



20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## **21. Survival**

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

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## **22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [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*).

- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

# Commonwealth Standard Grant Agreement

## Supplementary Provisions (Clause Bank)

<b>Organisation ID:</b>	s 47G(1)(a)
<b>Agreement ID:</b>	4-G7DK6UD
<b>Schedule ID:</b>	4-G7DK6UG

### 1. Other contributions

Not Applicable

### 2. Activity budget

Not Applicable

### 3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

### 3A. Intellectual property - research

Not Applicable

### 3B. Creative Commons licence

Not Applicable

### 4. Access/Monitoring/Inspection

Not Applicable

### 5. Equipment and assets

Not Applicable

### 6. Specified personnel

Not Applicable

### 7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

### 8. Vulnerable Persons

CB8.1 In this Agreement:

**Criminal or Court Record** means any record of any **Other Offence**;

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

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

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

**Serious Offence** means:

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

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

**Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

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

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

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

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

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved

Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

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

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

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

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

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

## 9. Child safety

### **Definitions**

CB9.1 In this Agreement:

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

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

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

**National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;



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

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

***Relevant checks and authority***

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

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

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause CB9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

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

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

## **10. Commonwealth Material, facilities and assistance**

Not Applicable

## **11. Jurisdiction**

CB11.1 This Agreement is governed by the law of the Australian Capital Territory.

## **12. Grantee trustee of trust**

Not Applicable

## **13. Fraud**

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

#### 14. Prohibited dealings

Not Applicable

#### 15. Anti-corruption

CB15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 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.

CB15.3 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:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) 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).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

#### 16. Step-in rights

Not Applicable

**17. Grant Administrator**

Not Applicable

**18. Management Adviser**

Not Applicable

**19. Indemnities**

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**20. Compliance with Legislation and policies**

CB20.1 In this Agreement:

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

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Workplace Gender Equality Act 2012* reporting requirements.

## 21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, 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**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
  - (i) Activity Material specified in the Grant Details;
  - (ii) Assets purchased with the Grant; and
  - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) 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;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

## 23. Corporate governance

CB23.1 In this Agreement:

**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.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 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.

CB23.4 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:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) 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:
  - (i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) 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
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the



relevant legislation.

CB23.5 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.

CB23.6 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.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

#### **23A. Incorporation requirement**

Not Applicable

#### **24. Counterparts**

Not Applicable

#### **25. Employees Subject to SACS Decision**

Not Applicable

#### **26. Program interoperability with National Disability Insurance Scheme**

Not Applicable

#### **27. Rollover of Surplus and Uncommitted Funds**

CB27.1 In this Agreement:

**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.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 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.

CB27.4 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.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

## **28. Secret and Sacred Indigenous Material**

Not Applicable

## National Women's Alliances Activity Work Plan

<i>Insert Alliance Name Here</i>		
Activity Work Plan period [23 August 2021 - 30 June 2024]	Total Activity Work Plan budget \$820,898.70	Activity Work Plan Agreed date XX Month 2021
Alliance Theme	<i>Please include the theme your Alliance is representing.</i>	

### **Guidance**

When completing this Activity Work Plan, please ensure you include activities that demonstrate how your Alliance will advocate for Australian women and collaborate with policymakers to inform Australian Government policies which impact women.

The intended outcomes of the National Women's Alliances stream are that Alliances:

- Represent Australian women, including underrepresented women.
- Collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women.
- Collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

Note: The following activities are standard items and must be included in each Activity Work Plan:

- A. Grow a membership base of organisations and individuals, including women who are underrepresented.
- B. Work collaboratively with other Alliances.
- C. Consult with Australian women to identify issues affecting Australian women.
- D. Gather evidence and develop solutions to priority issues affecting Australian women.

## Activity Work Plan Activities

### **Activity A: Grow a membership base of organisations and individuals, including women who are underrepresented**

*Alliances should represent a greater number and diversity of Australian women's voices, issues and experiences through their membership base.*

*At least 60 member organisations across all Alliances are required in the first financial year (at least 10 per Alliance), and an increase each reporting period.*

<b>Deliverables</b>	<b>Timeframe</b>	<b>Measures of success</b>	<b>Involved stakeholders</b>
<i>Please include the number and type of outreach activities to increase the number and/or diversity of the Alliances' memberships. I.e. how would your Alliance deliver and facilitate events and outreach activities to share information through social media, website, and through member newsletters and development of short, accessible policy briefs (explainers) to improve sector understanding of complex policy issues.</i>	<i>Please include the timeframe for the deliverable.</i>	<i>Please enter targets for your deliverables, including qualitative and quantitative targets where relevant. I.e. Evidence of communication with members four times a year.</i>	<i>Please indicate who you will work with to achieve the deliverable and how the activity will employ an intersectional approach and/or appropriate representation.</i>

## Activity Work Plan Activities (continued)

### Activity B: Work collaboratively with other Alliances

*Alliances are required to attend all National Women's Alliance Forums.*

*Each Alliance is required to deliver at least two collaborative projects across the lifetime of the grant, partnering with at least two other Alliances.*

*Alliances should publish the results of their projects for public consumption and to inform policymakers.*

Deliverables	Timeframe	Measures of success	Involved stakeholders
Attendance at National Women's Alliances forums <i>Please further explain how forum attendance will deliver on the: shared priorities with other Alliances, in alignment with the government's priorities for women</i>	Annually (dates to be confirmed).	Please include who will attend the National Women's Alliance Forums, if known.	All Alliances Office for Women
<b>Collaborative Projects</b> <i>Please enter a description of the collaborative project and issue/challenge identified and how this aligns with the Governments priorities for women.</i>	<i>Please include the timeframe for the deliverable.</i>	<i>Please describe how you will measure success of the project.</i>	<i>Please indicate here who you will work with to achieve the deliverable and how the activity will employ an intersectional approach and/or appropriate representation.</i>
Produce a shared discussion paper with other Alliances and publish the results.	<i>Please include the timeframe for the deliverable.</i>	<i>Please describe how you will measure success of the project.</i>	<i>Please indicate who you will work with to achieve the deliverable.</i>

### **Activity Work Plan Activities (continued)**

#### **Activity C: Consult with Australian women to identify issues affecting Australian women**

*Alliances should survey members and the wider community sector annually on policy priorities and conduct at least one survey of women impacted by their area of focus or theme to inform policy priorities and solutions.*

*Alliances are required to undertake a diverse range of consultations with member organisations and women in the community.*

*Consultation fora and governance committees should include diverse voices, with elected and rotational membership.*

*Alliances are to engage an effective publications and communications strategy to disseminate these findings.*

<b>Deliverables</b>	<b>Timeframes</b>	<b>Measures of success</b>	<b>Involved stakeholders</b>
<i>Please enter a description of each deliverable in these rows by month (or date, if known) Please include a minimum of four activities per year.</i>	<i>Please include the timeframe for the deliverable</i>	<i>Please enter targets for your deliverables, including qualitative and quantitative targets where relevant.</i>	<i>Please indicate who you will work with to achieve the deliverable and how the activity will employ an intersectional approach and/or appropriate representation.</i>

### Activity Work Plan Activities (continued)

#### **Activity D: Gather evidence and develop solutions to priority issues affecting Australian women**

*Alliances should gather and analyse evidence to develop solutions to priority issues affecting Australian women.*

*Research and evidence gathering practices enable sector leaders, policy and decision makers, practitioners, academics and women with lived experience to collectively engage around the issues affecting women in Australia.*

*Research and evidence should inform proactive engagement activities with government policy makers.*

<b>Deliverables</b>	<b>Timeframe</b>	<b>Measures of success</b>	<b>Involved stakeholders</b>
<i>Please enter a description of each deliverable in these rows by month (or date, if known)</i>  <i>Please include the number and type of activities (minimum of four per year) focussed on identifying evidence-informed solutions to priority issues affecting Australian women that are undertaken.</i>	<i>Please include the timeframe for the deliverable</i>	<i>Please enter targets for your deliverables, including qualitative and quantitative targets where relevant.</i>	<i>Please indicate here who you will work with to achieve the deliverable and how the activity will employ an intersectional approach and/or appropriate representation.</i>



### **Activity Work Plan Activities (continued)**

Risk management (please identify any potential risks & related mitigation strategies)	
Risk	How the risk will be managed
<i>Please include any foreseeable risks.</i>	<i>Please identify risk mitigation strategies.</i>

### **Activity Work Plan Budget**

Activity Budget				
Activity	Total Activity Budget	Activity Budget Year 1	Activity Budget Year 2	Activity Budget Year 3
		23 August 2021 to 30 June 2022	1 July 2022 to 30 June 2023	1 July 2023 to 30 June 2024
Activity A				
Activity B*				
Activity C				
Activity D				
Total	\$820,898.70	\$246,898.7	\$287,000	\$287,000

\* Please ensure the budget includes costs for attending the annual Alliance forums. This can be included as a separate line item if you wish.

**Activity Work Plan Declaration**

Only sign this Activity Work Plan (AWP) once it has been approved by the Office for Women. Please note, this AWP is to be finalised, or reviewed and renewed, by the Activity Work Plan end date specified above.

<Legal Organisation Name>

Office for Women, Department of the Prime Minister and Cabinet

Signed for and on behalf of

\_\_\_\_\_

\_\_\_\_\_

Position

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

**How many applicants were deemed eligible and ineligible?**

- 61 applications were received
- 51 applications were deemed eligible and assessed by the Selection Advisory Panel. There were:
  - 9 applications for women's safety
  - 9 applications for women's economic security and leadership
  - 18 applications for women from culturally and linguistically diverse backgrounds
  - 7 applications for Aboriginal and Torres Strait Islander women
  - 6 applications for rural, regional and remote women
  - 2 applications for women with disability
- 10 applications were deemed ineligible

## Application process

### **How was the funding round conducted?**

An open competitive selection process was undertaken, allowing a range of organisations that met the eligibility criteria to apply.

Applications were first screened for eligibility and compliance against the requirements outlined in the Grant Opportunity Guidelines. All eligible and compliant applications were then assessed and moderated by the Department of Social Services Community Grants Hub against the three assessment criteria.

A Department of the Prime Minister and Cabinet Selection Advisory Panel, with a mix of relevant policy, program and delivery expertise, then made funding recommendations to the Decision Maker. The recommendations were based on the strength of responses to the assessment criteria and the applicant's ability to meet the grant requirements outlined in the Grant Opportunity Guidelines.

A range of government subject matter experts were called on to provide supplementary advice to the Selection Advisory Panel on suitability, value for money, sector specific knowledge, and delivery expertise regarding priority cohorts and themes.

The Selection Advisory Panel considered all applications and their assessment results and made recommendations to the Delegate on applications having regard to:

- whether the proposal, or any of its elements did not align with the program objectives
- value for money

- conformance with eligibility criteria
- level of innovation
- how the Alliance will be delivered.

The Delegate, the Minister for Women, considered the recommendations of the panel and determined the successful grant recipients.

The successful applicants provided a proposal that was eligible, innovative and considered effective for achieving the program objectives. They demonstrated their suitability for public funding, value for money and met all of the eligibility requirements in the Grant Opportunity Guidelines.



# Office for Women Women's Leadership and Development Program National Women's Alliances Grant Opportunity Guidelines

<b>Opening date:</b>	8 February 2021
<b>Closing date and time:</b>	11:00 PM AEDT on 5 March 2021
<b>Commonwealth policy entity:</b>	The Department of the Prime Minister and Cabinet
<b>Administering entity</b>	Community Grants Hub
<b>Enquiries:</b>	<p>If you have any questions, contact</p> <p>Community Grants Hub</p> <p>Phone: 1800 020 283 (option 1)</p> <p>Email: <a href="mailto:support@communitygrants.gov.au">support@communitygrants.gov.au</a></p> <p>Questions should be sent no later than 5:00 PM AEDT on 26 February 2021</p>
<b>Date guidelines released:</b>	8 February 2021
<b>Type of grant opportunity:</b>	Open competitive
<b>Version:</b>	10 November 2020

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## 1. Women's Leadership and Development Program: National Women's Alliances

### **The Women's Leadership and Development Program (WLDP) is designed to achieve Australian Government objectives**

This grant opportunity is part of the above grant program, which contributes to the Department of the Prime Minister and Cabinet's Outcome 1. The Department of the Prime Minister and Cabinet works with stakeholders to plan and design the grant program according to the [Commonwealth Grants Rules and Guidelines 2017 \(CGRGs\)](#).



### **The grant opportunity opens**

We publish the grant guidelines on [GrantConnect](#) and [Community Grants Hub](#) websites.



### **You complete and submit a grant application**

You complete the application form and address all of the eligibility and assessment criteria to be considered for a grant.



### **We assess all grant applications**

We assess the applications against eligibility criteria and notify you if you are not eligible. If you are eligible, we then assess your eligible application against the assessment criteria including an overall consideration of value with money and compare it to other applications.



### **We make grant recommendations**

We provide advice, through the Selection Advisory Panel to the decision maker on the merits of each application.



### **Grant decisions are made**

The decision maker (the Minister for Women) decides which applications are successful.



### **We notify you of the outcome**

We advise you of the outcome of your application. We may not notify unsuccessful applicants until grant agreements have been executed with successful applicants.



### **We enter into a grant agreement**

We enter into a grant agreement with you if successful. The type of grant agreement is based on the nature or complexity of the grant and is proportional to the risks involved.



### **Delivery of grant**

You undertake the grant activity as set out in your grant agreement. We manage the grant by working with you, monitoring your progress and making payments.



### **Evaluation of the National Women's Alliances**

We evaluate your specific grant activity and the National Women's Alliances as a whole. We base this on information you provide us and that we collect from various sources.

## 1.1 Introduction

These guidelines contain information for the Women's Leadership and Development Program – National Women's Alliances grants.

You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant program/grant opportunity
- the eligibility and assessment criteria
- how grant applications are considered and selected
- how grantees are notified and receive grant payments
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

This grant opportunity and process will be administered by the Community Grants Hub (the Hub) on behalf of the Department of the Prime Minister and Cabinet.

## 2. About the grant program

The Australian Government funds the Women's Leadership and Development program (the program) to deliver a range of projects specifically for Australian women. It contributes to the achievement of the Department of the Prime Minister and Cabinet's Outcome 1, Program 1.1 Prime Minister and Cabinet.

The objective of the program is to improve outcomes for Australian women in 6 key focus areas:

- women's job creation
- women's economic security
- women's workforce participation
- women's leadership
- women's safety
- international engagement.

The Community Grants Hub administers the program on behalf of the Department of the Prime Minister and Cabinet according to [Commonwealth Grants Rules and Guidelines 2017 \(CGRGs\)](#).

### 2.1 About the National Women's Alliances grant opportunity

The National Women's Alliances (Alliances) grant opportunity will establish 6 civil society networks to ensure women's voices are heard in the policy making process.

The objective of the grant opportunity is that Alliances advocate for Australian women and collaborate with policymakers to inform Australian Government policies which impact women.

The intended outcomes of the National Women's Alliances stream are that Alliances:

- Represent Australian women, including underrepresented women.
- Collaborate with policymakers to inform Government's understanding of policy issues affecting Australian women.
- Collaborate with policymakers to inform the development of policy solutions to issues affecting Australian women.

To meet these outcomes, Alliances are expected to undertake the following activities:

- Grow a membership base of organisations and individuals, including women who are underrepresented.
- Work collaboratively with other Alliances.
- Consult with Australian women to identify issues affecting Australian women.
- Gather evidence to develop solutions to priority issues affecting Australian women.

Alliances should have a national footprint. Given this, organisations should apply under one of the 6 specific themes to achieve maximum impact. The 6 themes are:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

### 3. Grant amount and grant period

#### 3.1 Grants available

A total of \$4,925,392.20 GST exclusive over 2021-22 to 2023-24 is available for the Alliances.

	2021-22	2022-23	2023-24	Total
<b>Overall Funding</b>	\$1,481,392.20	\$1,722,000	\$1,722,000	\$4,925,392.20
<b>Per Alliance</b>	\$246,898.70	\$287,000	\$287,000	\$820,898.70

The grant opportunity will run from 8 February 2021 to 5 March 2021.

Each Alliance will receive a maximum grant amount of \$820,898.70 GST exclusive over the funding agreement period.

#### 3.2 Grant period

The maximum grant period is 35 months. You must complete your project by 30 June 2024. An evaluation of the Alliances as a whole will take place in 2023 to support consideration of any future arrangements. You will be required to provide information to support this evaluation.

## 4. Eligibility criteria

The decision maker can choose to waive the eligibility criteria, however they must be made aware of the risks.

### 4.1 Who is eligible to apply for a grant?

To be eligible you must be one of the following entity types:

- Indigenous Corporation
- Company<sup>1</sup>
- Cooperative
- Incorporated Association
- Statutory Entity
- Partnership<sup>2</sup>.

If you are applying as a Trustee on behalf of a Trust<sup>3</sup>, the Trustee must have an eligible entity type as listed above.

Applications from consortia are acceptable, as long as you have a lead applicant who is solely accountable to the Commonwealth for the delivery of grant activities and is an eligible entity as per the list above<sup>4</sup>.

### 4.2 Who is not eligible to apply for a grant?

You are not eligible to apply if you are:

- Corporate Commonwealth Entity
- Non-Corporate Commonwealth Entity
- Non-Corporate Commonwealth Statutory Authority
- Commonwealth Company
- Corporate State or Territory Entity
- Non-corporate State or Territory Entity

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<sup>1</sup> Company is a company incorporated under the *Corporations Act 2001* (Cth).

<sup>2</sup> Partnership – the individual partners will enter into the agreement with the agency. A Partnership Agreement or a list of all individual partners of the Partnership may be requested.

<sup>3</sup> Trusts are not legal entities in their own right – to be eligible, only the Trustee for the Trust can apply by providing the signed Trust Deed and any subsequent variations with the application form. Trustees must be an eligible entity type as stated in section 4.1. Both the Trust's and Trustee's details will be collected in the application form.

<sup>4</sup> The Australian Government recognises that some organisations may seek to form consortia in order to apply for a grant under the program. Consortia are eligible to apply and the relevant conditions applicable to consortia are at 7.2 'Joint (Consortia) Applications'.

- Non-corporate State or Territory Statutory Authority
- Local Government<sup>5</sup>
- International Entity
- Sole Trader
- Person<sup>6</sup>
- Unincorporated Association.

You are also not eligible to apply for this grant opportunity if your organisation is listed as one of the institutions on the [National Redress Scheme website](#) that have not joined the Scheme or signified their intent to join the Scheme

If your entity details match any of those listed institutions that have not joined or signified their intent to join the Scheme, your application will be ineligible and will not progress to Assessment.

#### **4.2.1 Unincorporated Associations**

Non-legal entities such as an Unincorporated Association may be able to receive funding where a legal parent organisation, or a legal entity connected to the Unincorporated Association can enter into a legally binding agreement on its behalf.

### **4.3 What qualifications, skills or checks are required?**

If you are successful, all relevant personnel working on the project must maintain the following registration/checks as required by their relevant jurisdiction:

- Working With Vulnerable Persons Registration.

## **5. What the grant money can be used for**

### **5.1 Eligible grant activities**

To be eligible, your project must align with the objectives outlined in section 2 of the Grant Opportunity Guidelines.

### **5.2 Eligible expenditure**

You can only spend the grant funds on eligible expenditure you have incurred on eligible grant activities.

Eligible expenditure items are:

- project costs
- the development of resources
- research
- staff salaries directly related to the implementation of the project

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<sup>5</sup> Includes New South Wales local governments created as Body Politics.

<sup>6</sup> A person is a natural person, an individual, a human being.

- materials directly related to the implementation of the project
- travel within Australia directly and specifically related to the project
- overseas travel where your Alliance is attending an international forum as a civil society representative, as agreed by the Department of the Prime Minister and Cabinet
- services outlined in the agreed grant agreement.

We may update the guidelines on eligible and ineligible expenditure from time to time. If your application is successful, the version in place when you submitted your application applies to your project.

If your application is successful, we may ask you to verify project costs that you provided in your application. You may need to provide evidence such as quotes for major costs.

Not all expenditure on your project may be eligible for grant funding. The decision maker makes the final decision on what is eligible expenditure.

You must incur the expenditure on your project between the start date and activity end date for it to be eligible.

### **5.3 What the grant money cannot be used for**

You cannot use the grant for the following activities:

- purchase of land
- wages not directly related to the implementation of the project
- major capital expenditure
- the covering of retrospective costs
- costs incurred in the preparation of a grant application or related documentation
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent
- major construction/capital works
- overseas travel, unless you have agreement from the Department of the Prime Minister and Cabinet to attend an international forum as a civil society representative
- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility.

We cannot provide a grant if you receive funding from another government source for the same purpose.

## **6. The assessment criteria**

You must address all of the following assessment criteria in the application. All the assessment criteria are equally weighted.

The application form includes character limits – up to 6,000 characters (approx. 900 words) per criterion. The application form will not accept characters beyond this limit. Please note, spaces are included in the character limit.



## Criterion 1

### **How do the activities of your Alliance align to the objective and intended outcomes of the National Women's Alliances?**

When addressing the criterion strong applicants will:

- Describe how your Alliance will meet the objective and intended outcomes of the grant activity, including a specific focus on how your Alliance will engage with policymakers to inform Australian Government policy.
- Describe the women your Alliance will represent, including how your Alliance will engage with young women, older women and LGBTQIA+ women in your work, and which focus area your Alliance will address (focus areas are described in section 2.1).

## Criterion 2

### **What impact will your Alliance have on Australian women and how will you measure outcomes?**

When addressing the criterion strong applicants will:

- Describe the key advocacy challenge your Alliance will address, including what success would look like for your Alliance over the funding period, and outline how both women and the Government will benefit from the work of your Alliance.
- Describe how your Alliance will build its membership and engage with stakeholders to achieve outcomes.
- Describe your approach to monitoring project outcomes, evaluation and continuous improvement.

## Criterion 3

### **Does your Alliance have the ability and capacity to deliver outcomes?**

When addressing the criterion strong applicants will:

- Outline your project management approach including governance and planning arrangements to manage resources, finances, risk etc.
- Describe the key staff that will manage/deliver the Alliance including their roles, relevant experience, skills and qualifications. Your response should include a description of an advocacy specialist and a project manager (whose duties will include reporting on activities and outcomes).
- Describe your organisation's experience in delivering similar projects including the outcomes achieved.

## 7. How to apply

Before applying, you must read and understand these guidelines, the terms and conditions, sample grant agreement, and questions and answers etc.

These documents are found on the [GrantConnect](#) and [Community Grants Hub](#) websites. Any changes to grant documentation are published on both sites and addenda<sup>7</sup> will be published on

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<sup>7</sup> Addenda can include changes to existing grant opportunity documentation and/or publishing additional documents. Changes include but are not limited to corrections to currently published documents, changes to close times for applications and system outage notices.

GrantConnect. By registering on this website, you will be automatically notified of any changes. GrantConnect is the authoritative source for grants information.

You can only submit one application form for this grant opportunity. If more than one application is submitted, the latest accepted application form will progress.

To apply you must:

- Complete the online application form via the [Community Grants Hub](#).
- Provide all the information requested.
- Address all eligibility criteria and assessment criteria.
- Submit your application(s) to the Community Grants Hub by 11:00 PM AEDT on 5 March 2021.

We will not provide application forms or accept applications for this grant opportunity by fax or mail.

The application form includes help information. You are responsible for making sure your application is complete and accurate. Giving false or misleading information is a serious offence under the [Criminal Code 1995](#) and we will investigate any false or misleading information and may exclude your application from further consideration.

If you need more help about the application process, submitting an application online, have any technical difficulties or find an error in your application after submission, but before the closing date and time, you should contact the Community Grants Hub immediately on 1800 020 283 (option 1) or email [support@communitygrants.gov.au](mailto:support@communitygrants.gov.au). The Community Grants Hub does not have to accept any additional information, or requests from you to correct your application after the closing time.

You cannot change your application after the closing date and time.

If we find an error or something missing, we may ask you for clarification or additional information.

This will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your application after the closing time.

You should keep a copy of your application and any supporting documents.

You will receive an automated notification acknowledging the receipt of your application.

## **7.1 Attachments to the application**

Attachments will not form part of the Hub's assessment.

## **7.2 Joint (Consortia) applications**

We recognise that some organisations may want to join together as a group to form a National Women's Alliance.

In these circumstances, you must appoint a 'lead organisation'. Only the lead organisation can submit the application form and enter into a grant agreement with the Commonwealth. The lead organisation of a consortium must also be an eligible entity type as outlined in section 4.1. The application must identify all other members of the proposed group.

You must have a formal arrangement in place with all parties prior to execution of the agreement.

## **7.3 Timing of grant opportunity processes**

You must submit an application between the published opening and closing dates.

## Late applications

We will not accept late applications unless an applicant has experienced exceptional circumstances that prevent the submission of the application. Broadly, exceptional circumstances are events characterised by one or more of the following:

- reasonably unforeseeable
- beyond the applicant's control
- unable to be managed or resolved within the application period.

Exceptional circumstances will be considered on their merits and in accordance with probity principles.

## How to lodge a late application

Applicants seeking to submit a late application will be required to submit a late application request to the Community Grants Hub.

The request should include a detailed explanation of the circumstances that prevented the application being submitted prior to the closing time. Where appropriate, supporting evidence can be provided to verify the claim of exceptional circumstances.

The late application request form and instructions for how to submit it can be found on the [Community Grants Hub website](#).

Written requests to lodge a late application will only be accepted within 3 days after the grant opportunity has closed.

The Delegate or their appointed representative<sup>8</sup> will determine whether a late application will be accepted. The decision of the delegate will be final and not be subject to a review or appeals process.

Once the outcome is determined, the Community Grants Hub will advise the applicant if their request is accepted or declined.

## Expected timing for this grant opportunity

If you are successful, you will be expected to start your project on 23 August 2021.

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Assessment of applications	4 weeks
Approval of outcomes of selection process	6 weeks
Negotiations and award of grant agreements	Up to 6 weeks
Notification to unsuccessful applicants	2 weeks
Earliest start date of grant activity	23 August 2021
End date of grant activity	30 June 2024

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<sup>8</sup> This may be the Community Grants Hub Delegate or nominated staff member of the Department of the Prime Minister and Cabinet at the EL2 level or above.

## **7.4 Questions during the application process**

If you have any questions during the application period, contact the Community Grants Hub on 1800 020 283 (option 1) or email [support@communitygrants.gov.au](mailto:support@communitygrants.gov.au).

The Community Grants Hub will respond to emailed questions within 5 working days. Answers to questions are posted on the [GrantConnect](#) and [Community Grants Hub](#) websites.

The question period will close at 5:00 PM AEDT on 26 February 2021. Following this time, only questions about using and/or submitting the application form will be answered.

## **8. The grant selection process**

### **8.1 Assessment of grant applications**

Applications will be assessed based on the eligibility and assessment criteria as set out in these Grant Opportunity Guidelines.

We will assess all applications for eligibility and compliance against the requirements of the application process. Eligible applications will then be considered through an open competitive grant process.

### **8.2 Financial viability**

Applicants may be subject to a financial viability assessment. The financial viability assessment forms part of the risk mitigation strategy and can include:

- establishing whether relevant persons have any adverse business history (for example, current or past bankruptcy)
- assessment of the financial health of an entity.

### **8.3 Who will assess and select applications?**

The Hub will use trained assessors to undertake a preliminary assessment against the selection criteria on behalf of the Department of the Prime Minister and Cabinet. The Department of the Prime Minister and Cabinet may also be involved in undertaking this preliminary assessment. The preliminary assessment will provide an initial ranking of applications to inform the deliberations of the Selection Advisory Panel.

The Selection Advisory Panel will be established by the Department of the Prime Minister and Cabinet and may include a mix of employees of the Department of the Prime Minister and Cabinet, experts from the sector, and other Commonwealth officers with relevant specialist expertise.

Any expert/advisor, who is not a Commonwealth Official, will be required/expected to perform their duties in accordance with the CGRGs.

The Hub may provide secretariat support to the Selection Advisory Panel, but will not participate in deliberations or decision-making. The Hub's independent probity advisor attends all Selection Advisory Panel meetings.

The Selection Advisory Panel will assess whether the application represents value with money and will make final recommendations to the decision maker by taking into account the following factors:

- the initial preliminary score against the assessment criteria
- the overall objective(s) to be achieved in providing the grant
- whether the proposed project is in scope

- the priority issues affecting Australian women
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the outcomes/objectives of the National Women's Alliances
- the extent to which the applicant demonstrates a commitment to National Women's Alliances
- how the grant activities will target groups or individuals
- the risks, financial, fraud and other, that the applicant or project poses for the Department of the Prime Minister and Cabinet
- the risks that the applicant or project poses for the Commonwealth.

**The Selection Advisory Panel may seek additional information from the applicant to assist in making its final recommendations.**

#### **8.4 Who will approve grants?**

Based on the value of the grant round, and in line with the Department of the Prime Minister and Cabinet Financial Delegations, the Minister for Women will be the decision maker for this round. The decision maker decides which grants to approve based on the recommendations of the Selection Advisory Panel, taking into consideration any further information that may become known, including the availability of grant funds for the purposes of the grant program.

The decision maker's decision is final in all matters, including the:

- approval of the grant
- grant funding amount to be awarded
- terms and conditions of the grant.

There is no appeal mechanism for decisions to approve or not approve a grant.

## **9. Notification of application outcomes**

We will write to you about the outcome of your application. If you are successful, you are advised of any specific conditions attached to the grant.

You can submit a new application for the same grant (or a similar grant) in any future grant opportunities under the program. You should include new or more information to address any weaknesses that may have prevented your previous application from being successful.

#### **9.1 Feedback on your application**

A Feedback Summary will be published on the Community Grants Hub website to provide all organisations with easy access to information about the grant selection process and the main strengths and areas for improving applications.

Individual feedback will not be provided for this grant opportunity.

## **10. Successful grant applications**

#### **10.1 The grant agreement**

You must enter into a legally binding grant agreement with the Commonwealth. We will offer successful applicants a Commonwealth Standard Grant Agreement for this grant opportunity.

The Commonwealth Standard Grant Agreement has general/standard grant conditions that cannot be changed. Sample grant agreements are available on the GrantConnect and Community Grants Hub websites as part of the grant documentation. We will use a schedule to outline the specific grant requirements.

We must execute a grant agreement with you before we can make any payments. We are not responsible for any of your expenditure until a grant agreement is executed.

Your grant agreement may have specific conditions determined by the assessment process or other considerations made by the decision maker. These are identified in the agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

### **Commonwealth Standard Grant Agreement**

We will use a Commonwealth Standard Grant Agreement.

You will have twenty (20) business days from the date of a written offer to sign and return this grant agreement. The grant agreement is not considered to be executed until both you and the Commonwealth have signed the agreement. During this time, we will work with you to finalise details.

The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application.

You may request changes to the grant agreement. However, we will review any changes to make sure they do not affect the grant as approved by the decision maker.

## **10.2 Commonwealth Child Safe Framework**

The Royal Commission into Institutional Responses to Child Sexual Abuse highlighted the need for organisations to adopt child safe practices including appropriate screening of staff, mandatory reporting and adoption of the National Principles for Child Safe Organisations. The Australian Government committed to a new Commonwealth-wide framework to protect children and young people it is responsible for – the Commonwealth Child Safe Framework (CCSF).

The Australian Government is considering appropriate ways to apply the requirements of the CCSF to grant recipients. A child safety clause is likely to be included in a grant agreement where the Commonwealth considers the grant is for:

- services directly to children
- activities that involve contact with children that is a usual part of, and more than incidental to, the grant activity.

A child safety clause may also be included in the grant agreement if the Commonwealth considers the grant activity involves children more broadly.

The successful applicant will be required to comply with all child safety obligations included in the grant agreement published with this grant opportunity or notified to the successful applicant prior to execution of the grant agreement. Irrespective of the child safety obligations in the grant agreement you must always comply with your state and territory legislative requirements for working with children and mandatory reporting.

### 10.3 Specific legislation, policies and industry standards

Whilst you are required to be compliant with all relevant laws and regulations, you may be requested to demonstrate compliance with the following legislation/policies/industry standards:

- *Workplace Gender Equality Act 2012* reporting requirements.

To be eligible for a grant, you must declare in your application that you comply with these requirements. You may need to declare you can meet these requirements in your grant agreement with the Commonwealth.

### 10.4 How we pay the grant

The grant agreement will state the maximum grant amount to be paid.

We will not exceed the maximum grant amount under any circumstances. If you incur extra costs, you must meet them yourself.

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the project.

### 10.5 Grant payments and GST

'Payments will be GST Inclusive'. If you are registered for the [Goods and Services Tax \(GST\)](#), where applicable, we will add GST to your grant payment and issue you with a [Recipient Created Tax Invoice](#).

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](#). We do not provide advice on your particular taxation circumstances.

## 11. Announcement of grants

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by section 5.3 of the [CGRGs](#).

## 12. How we monitor your grant activity

### 12.1 Keeping us informed

You should let us know if anything is likely to affect your project or organisation.

We need to know of any changes to your organisation or its business activities, particularly if they affect your ability to complete your grant, carry on business and pay debts due because of these changes.

You must also inform us of any changes to your:

- name
- addresses
- nominated contact details
- bank account details.

If you become aware of a breach of the terms and conditions under the grant agreement, you must contact us immediately.



You must notify us of events relating to your grant and provide an opportunity for the Minister or their representative to attend.

## **12.2 Reporting**

You must submit reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. We will remind you of your reporting obligations before a report is due. We will expect you to report on:

- progress against agreed project milestones and outcomes
- contributions of participants directly related to the project
- expenditure of the grant.

The amount of detail you provide in your reports should be relative to the size and complexity of the grant and the grant amount.

### **Activity Work Plan**

You must submit a completed Activity Work Plan on the template provided with your grant agreement. An Activity Work Plan will be used to outline the specific grant requirements. The Activity Work Plan documents planned deliverables, milestones and outputs for the funded project. The Activity Work Plan also documents risk management and community engagement relevant to the funded project.

Successful applicants' progress and outcomes against the Activity Work Plan will be monitored throughout the grant through regular reports.

### **Progress reports**

Progress reports must:

- include evidence of your progress toward completion of agreed activities and outcomes
- show the total eligible expenditure incurred to date
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant activities).

We will only make grant payments when we receive satisfactory progress reports.

You must tell us of any reporting delays as soon as you become aware of them.

### **Ad-hoc reports**

We may ask you for ad-hoc reports on your grant. This may be to provide an update on progress, or any significant delays or difficulties in completing the project.

### **Final report**

When you complete the project, you must submit a final report.

Final reports must:

- identify if and how outcomes have been achieved
- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred
- be submitted by the due date and in the format provided in the grant agreement.

### **12.3 Financial reporting**

We will ask you to acquit the grant funds and this will be specified in your grant agreement. We will ask you to provide one of the following:

- an independently audited financial acquittal report that verifies that you spent the grant in accordance with the grant agreement
- a non-audited financial acquittal report that verifies that you spent the grant in accordance with the grant agreement.

### **12.4 Grant agreement variations**

We recognise that unexpected events may affect your progress. In these circumstances, you can request a variation to your grant agreement. You can request a variation by contacting your Funding Arrangement Manager or the Community Grants Hub.

You should not assume that a variation request will be successful. We will consider your request based on provisions in the grant agreement and the likely impact on achieving outcomes.

### **12.5 Compliance visits**

We may visit you during or at the completion of your grant activity to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

### **12.6 Record keeping**

We may also inspect the records you are required to keep under the grant agreement.

### **12.7 Evaluation**

We will evaluate the grant opportunity to see how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

We may contact you up to one year after you finish your grant for more information to assist with this evaluation.

### **12.8 Acknowledgement**

If you make a public statement about a project funded under the program, we require you to acknowledge the grant by using the following:

'This [name of project] received funding from the Australian Government Department of the Prime Minister and Cabinet'.

## **13. Probity**

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs.

These guidelines may be changed by the Department of the Prime Minister and Cabinet. When this happens, the revised guidelines are published on [GrantConnect](#) and the [Community Grants Hub](#) websites.

## 13.1 Enquiries and feedback

### Complaints about this grant opportunity

The Department of the Prime Minister and Cabinet's [Complaints Procedures](#) apply to complaints about this grant opportunity. All complaints about this grant opportunity, including grant decisions, must be made in writing.

Any questions you have about grant decisions for this grant opportunity should be sent to [WLDP20-21@pmc.gov.au](mailto:WLDP20-21@pmc.gov.au)

### Complaints about the selection process

Applicants can contact the complaints service with complaints about the Community Grants Hub's service(s) or the selection process.

Details of what makes an eligible complaint can be provided by asking the Community Grants Hub. Applicants can use the [online complaints form](#) on the [Department of Social Services](#) website or contact the Department of Social Services Complaints line.

Phone: 1800 634 035

Email: [complaints@dss.gov.au](mailto:complaints@dss.gov.au)

Mail: Complaints  
GPO Box 9820  
Canberra ACT 2601

### Complaints to the Ombudsman

If you do not agree with the way the Community Grants Hub or the Department of the Prime Minister and Cabinet has handled your complaint, you may complain to the [Commonwealth Ombudsman](#). The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the Community Grants Hub or Department of the Prime Minister and Cabinet.

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072  
Email: [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)  
Website: [www.ombudsman.gov.au](http://www.ombudsman.gov.au)

## 13.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if the Department of the Prime Minister and Cabinet, Community Grants Hub staff, any member of a committee or advisor and/or you or any of your personnel has a:

- professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
- relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently
- relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/grant opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later think there is an actual, apparent, or perceived conflict of interest, you must inform the Department of the Prime Minister and Cabinet and the Community Grants Hub in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian [Public Service Code of Conduct \(section 13\(7\)\)](#) of the [Public Service Act 1999](#). Committee members and other officials including the decision maker must also declare any conflicts of interest.

We publish our conflict of interest policy on the [Community Grants Hub](#) website.

### **13.3 Privacy**

We treat your personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes letting you know:

- what personal information we collect
- why we collect your personal information
- who we give your personal information to.

Your personal information can only be disclosed to someone else for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and give out information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, you declare your ability to comply with the Privacy Act 1988 and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the activity, in respect of personal information you collect, use, store, or disclose in connection with the activity. Accordingly, you must not do anything, which if done by the Department of the Prime Minister and Cabinet would breach an Australian Privacy Principle as defined in the Act.

### **13.4 Confidential information**

Other than information available in the public domain, you agree not to give out to any person, other than us, any confidential information relating to the grant application and/or agreement, without our prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time, require you to arrange for you; or your employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

1. You clearly identify the information as confidential and explain why we should treat it as confidential.
2. The information is commercially sensitive.
3. Revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- Commonwealth employees and contractors to help us manage the program effectively
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, state, territory or local government agencies in program reports and consultations
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

### **13.5 Freedom of information**

All documents that the Australian Government has, including those about this grant opportunity, are subject to the [Freedom of Information Act 1982](#) (FOI Act).

The purpose of the FOI Act gives people the ability to get information held by the Australian Government and its organisations. Under the FOI Act, people can ask for documents the Australian Government has. People may not be able to get these documents if these documents need to protect essential public interests and private and business affairs of persons who the information relates to.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail:           Freedom of Information Team  
Government and Executive Services Branch  
Department of Social Services (DSS)  
GPO Box 9820  
Canberra ACT 2601

By email:       [foi@dss.gov.au](mailto:foi@dss.gov.au)

## 14. Glossary

Term	Definition
accountable authority	see subsection 12(2) of the <a href="#">Public Governance, Performance and Accountability Act 2013</a> .
administering entity	when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes.
assessment criteria	are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.
commencement date	the expected start date for the grant activity.
Commonwealth entity	a department of state, or a parliamentary department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act.
<a href="#">Commonwealth Grants Rules and Guidelines (CGRGs)</a>	establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration.
completion date	the expected date that the grant activity must be completed and the grant spent by.
co-sponsoring entity	when two or more entities are responsible for the policy and the appropriation for outcomes associated with it.
date of effect	can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable.
decision maker	the person who makes a decision to award a grant.
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.
Funding Arrangement Manager	is the officer responsible for the ongoing management of the grantee and their compliance with the grant agreement.

Term	Definition
grant	<p>for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth:</p> <ul style="list-style-type: none"> <li>a. under which relevant money<sup>9</sup> or other <a href="#">Consolidated Revenue Fund</a> (CRF) money<sup>10</sup> is to be paid to a grantee other than the Commonwealth; and</li> <li>b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives.</li> </ul>
grant activity/activities	refers to the project/tasks/services that the grantee is required to undertake.
grant agreement	sets out the relationship between the parties to the agreement, and specifies the details of the grant.
<a href="#">GrantConnect</a>	is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs.
grant opportunity	refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process.
grant program	a 'program' carries its natural meaning and is intended to cover a potentially wide range of related activities aimed at achieving government policy outcomes. A grant program is a group of one or more grant opportunities under a single [entity] Portfolio Budget Statement program.
grantee	the individual/organisation which has been selected to receive a grant.
Portfolio Budget Statement (PBS) program	described within the entity's <a href="#">Portfolio Budget Statement</a> , PBS programs each link to a single outcome and provide transparency for funding decisions. These high-level PBS programs often comprise a number of lower level, more publicly recognised programs, some of which will be grant programs. A PBS program may have more than one grant program associated with it, and each of these may have one or more grant opportunities.

<sup>9</sup> Relevant money is defined in the PGPA Act. See section 8, Dictionary.

<sup>10</sup> Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.



Term	Definition
Selection Advisory Panel	provides strategic oversight, advice and recommendations to the decision maker on assessed applications from the program specific, service provider composition and service location perspectives.
selection criteria	comprise eligibility criteria and assessment criteria.
selection process	the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria.
value with money	<p>refers to 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations.</p> <p>When administering a grant opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to the:</p> <ul style="list-style-type: none"> <li>▪ quality of the project proposal and activities</li> <li>▪ fit for purpose of the proposal in contributing to government objectives</li> <li>▪ absence of a grant is likely to prevent the grantee and government's outcomes being achieved</li> <li>▪ potential grantee's relevant experience and performance history.</li> </ul>



# National Women's Alliances - Feedback for applicants

## Feedback for applicants

### Overview

The objective of the Women's Leadership and Development Program (WLDP) is to improve the outcomes for Australian women in 6 key focus areas: job creation; economic security; workforce participation; leadership; safety; and international engagement.

The National Women's Alliances (Alliances) grant opportunity focused on identifying 6 alliances to advocate for Australian women and collaborate with policymakers to inform Australian Government policies which impact women, across 6 specific themes, including:

- women's safety
- women's economic security and leadership
- Australian women from culturally and linguistically diverse backgrounds
- Aboriginal and Torres Strait Islander women
- women living in rural, regional and remote areas of Australia
- Australian women living with disability.

A total of \$4,925,392.20 (GST exclusive) from 2021—22 to 2023—24 was available for this grant opportunity.

The application period opened on 8 February 2021 and closed on 5 March 2021. Each Alliance will receive a maximum grant amount of \$820,898.70 (GST exclusive) over the funding period.

This feedback is provided to help grant applicants understand what made a strong application for this grant round, and strengthen future applications.

### Selection Process

An open competitive selection process was used, allowing a range of organisations that met the eligibility criteria to apply.

Applications were assessed against 3 equally weighted assessment criteria. Information on what made a strong response to the criteria is provided below.

Following assessment, a Selection Advisory Panel (the panel) with a mix of relevant policy, program and delivery expertise from the Department of the Prime Minister and Cabinet made final funding recommendations.

61 applications were received, making the selection of successful grant recipients competitive.



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The panel recommended applicants based on the strength of their responses to the selection criteria and their ability to meet the grant requirements outlined in the Grant Opportunity Guidelines. Specifically, the panel recommended applicants which best:

- demonstrated a strong understanding of the role and work of an alliance, including a clear set of objectives and detailed work program
- demonstrated a strong and nuanced understanding of the policy challenges facing women in Australia, and applied a strong intersectional lens
- demonstrated innovation in their approach
- demonstrated the relevant experience and expertise of the organisation to advocate on the behalf of Australian women and meet the intended outcomes of the grant activity
- demonstrated a good understanding of the current political context, policy levers and points of influence
- provided information on relationships with other alliances and other key organisations.

The panel recommended suitable organisations to the delegate for funding. The delegate made the final decision to approve the grant to 6 suitable organisations, including the grant funding amount to be awarded.

Note, applications were also screened for eligibility and compliance against the requirements outlined in the Grant Opportunity Guidelines, including confirming they were an eligible entity type.



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## Criterion 1

**How do the activities of your Alliance align to the objective and intended outcomes of the National Women's Alliances?**

Strength	Example
Strong applications clearly demonstrated how their Alliance would meet the objectives and intended outcomes of the National Women's Alliances, including a specific focus on how they would proactively engage policymakers to inform Australian Government policy in their intended policy area or cohort.	<p>Strong responses clearly described:</p> <ul style="list-style-type: none"><li>▪ current issues, opportunities and/or challenges for the Alliances and in particular for a diversity of women in their intended area of representation</li><li>▪ opportunities for innovation in policy development, engagement strategies and use of technology platforms</li><li>▪ a detailed plan to engage with policymakers and key organisations on issues impacting their target cohorts</li><li>▪ sophisticated advocacy frameworks</li><li>▪ positive partnerships with key organisations, sectors and stakeholders.</li></ul>
Strong applications clearly demonstrated the women their Alliance would represent, including multi-level engagement strategies to include the voices of young women, older women, women with disability, Aboriginal and Torres Strait Islander women, culturally and linguistically diverse women and LGBTQIA+ people in their advocacy, and a clear rationale for the focus area their Alliance would address.	<p>Strong responses clearly described:</p> <ul style="list-style-type: none"><li>▪ the diversity of women that their Alliance would represent and a strong understanding of the focus area their Alliance intends to address</li><li>▪ a demonstrated and nuanced understanding of diversity, inclusion and intersectionality</li><li>▪ sophisticated and representative networks</li><li>▪ structural reform, and capacity building for unrepresented women, including plans to include their voices</li><li>▪ their current footprint, access to relationships within communities and a plan to build on this.</li></ul>

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## Criterion 2

What impact will your Alliance have on Australian women and how will you measure outcomes?

Strength	Example
Strong applications clearly demonstrated which key advocacy challenges their Alliance would address, including what success would look like for their Alliance over the funding period, detailing how both women in communities, and the government would benefit from the work of their Alliance.	<p>Strong responses clearly described:</p> <ul style="list-style-type: none"><li>▪ in detail how their proposed approach would address one or more of the key priority areas, and outlined how their work would benefit both women in communities and support evidence-based policy development by government</li><li>▪ an understanding of their role with a clear program of work</li><li>▪ tangible plans to embed diversity and intersectionality into their work</li><li>▪ theoretical understanding and demonstrated alignment and awareness of relevant contemporary challenges for Alliances, their cohorts and area of interest.</li></ul>
Strong applications clearly demonstrated how their Alliance intended to build its membership and engage with a breadth of stakeholders to achieve outcomes.	<p>Strong responses clearly described:</p> <ul style="list-style-type: none"><li>▪ a detailed stakeholder management plan and engagement strategy to build and engage membership</li><li>▪ existing and intended relationships with key stakeholders to maintain delivery of quality outcomes</li><li>▪ critical gaps and particular policy challenges for their cohort</li><li>▪ challenges and proposed solutions in engaging a broad diversity of members and stakeholders including strategies to manage geographical, cultural, and political differences.</li></ul>





Strength	Example
Strong applications clearly demonstrated their proposed approach to monitoring project outcomes, evaluation and continuous improvement.	<p>Strong responses clearly described:</p> <ul style="list-style-type: none"><li>▪ how they intend to measure and monitor outcomes, and embed continuous improvement throughout the life of the Alliance funding</li><li>▪ clear performance measures, including a detailed evaluation plan</li><li>▪ recognition of current and future challenges including but not limited to, COVID, specific issues impacting their cohort, and the broader socio-economic environment</li><li>▪ robust governance models and quality improvement.</li></ul>

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### Criterion 3

Does your Alliance have the ability and capacity to deliver outcomes?

Strength	Example
Strong applications clearly outlined their project management approach, including governance and planning arrangements to manage resources, finances and risk.	Strong responses clearly described: <ul style="list-style-type: none"><li>▪ their proposed project management approach, including realistic and structured planning, design, delivery and evaluation processes</li><li>▪ an appropriate and robust governance structure</li><li>▪ risk frameworks and strategies</li><li>▪ transparent financial arrangements with auspicing organisations.</li></ul>
Strong applications clearly demonstrated how key staff would manage and deliver outcomes for the Alliance including roles, relevant experience, skills and qualifications.  Strong responses included a detailed description of an advocacy specialist and a project manager (whose duties will include reporting on activities and outcomes).	Strong responses clearly described: <ul style="list-style-type: none"><li>▪ key staff with relevant experience, board structure and members</li><li>▪ detailed and appropriate advocacy specialist and project manager roles including relevant qualifications, abilities and skills</li><li>▪ a plan to manage human or other risks relating to key staff.</li></ul>
Strong applications clearly demonstrated their organisation's experience in delivering similar projects including the outcomes achieved.	Strong responses clearly described: <ul style="list-style-type: none"><li>▪ their organisation's ability to rapidly commence and complete the delivery of the project on time, including consortia members (where relevant), engagement with existing or new partners and networks</li><li>▪ similar projects and outcomes that the organisation or consortia has successfully delivered within a specified budget.</li></ul>