

# Commonwealth Simple Grant Agreement

between the Commonwealth of Australia represented by

**(eSafety Commissioner)**

and

**(Grantee)**

DRAFT

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## Grant Agreement

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

### Parties to this Agreement

#### The Grantee

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

#### The Commonwealth

The Commonwealth of Australia represented by eSafety Commissioner ABN: 73 615 330 731.

#### Background

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

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

#### Scope of this Agreement

This Agreement comprises of:

- this document;
- the Supplementary Terms (if any);
- the Commonwealth General Grant Conditions (Schedule 1);
- the Grant Details;
- 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**

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

**A. Purpose of the Grant**

This Grant is being provided under: The Online Safety Grants Program (OSPG).

**B. Activity**

**C. Duration of the Grant**

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

which is the **Agreement End Date**.

Activity Schedule	
Milestone	Due Date

**D. Payment of the Grant**

The total amount of the Grant is [insert amount] (GST [incl/excl]).  
Or,  
GST [is/ is not] payable on the Grant.

[Interest [can/ cannot] be earned on the Grant.]

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

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

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

[insert any additional details]

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
<b>Total Amount</b>				

#### Invoicing

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

#### 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:

#### F. Party representatives and address for notices

##### Grantee's representative and address

<b>Name</b>	
<b>Position</b>	
<b>Postal/physical address(es)</b>	
<b>Business hours telephone</b>	
<b>Mobile</b>	
<b>Fax</b>	
<b>Email</b>	
<b>Alternative contact</b>	

### Commonwealth representative and address

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

## G. Supplementary Terms

## G1. Other Contributions

Not Applicable

[OR]

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

**G1.2** The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- a. suspend payment of the Grant until the Other Contributions are provided; or
- b. terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

**G2. Activity budget**

Not Applicable

[OR]

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

**G3. Record keeping**

Not Applicable

[OR]

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

- a. identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- b. keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- c. [insert other requirements]

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

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

**G4. Audit and acquittal**

Not Applicable

[OR – Option 1]

**G4.1** Within one month after the Activity Completion Date, the Grantee agrees to provide [a] financial statement[s] in relation to the income and expenses relating to the Grant [and any Other Contributions (G1.1)], signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

[OR – Option 2]

**G4.1** The Grantee agrees to provide the Commonwealth with independently audited financial acquittal reports in relation to the income and expenses relating to the Grant [and any Other Contributions (G1.1)] verifying that the Grant was spent in accordance with this Agreement.

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

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

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

**G5. Activity Material**

Not Applicable

[OR]

**G5.1** The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

**G5.2** The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

**G5.3** The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

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

**G6. Access**

Not Applicable

[OR – Option 1]

**G6.1** If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

**G6.2** The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause G6.1.

[OR – Option 2]

**G6.1** The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

**G6.2** The Auditor-General and any Information Officer under the **Australian Information Commissioner Act 2010** (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

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

**G7. Equipment and Assets**

Not Applicable

[OR]

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

a. [insert list of approved equipment and Assets]

**G7.2** The Grantee agrees to maintain a register of all equipment and Assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

[insert details]

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost



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

**G7.4** The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity.

**G7.5** The Grantee agrees that the proceeds of any equipment and Assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

**G8. Relevant qualifications, skills or checks**

Not Applicable

[OR – Option 1]

**G8.1** The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

**G8.2** The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

[OR – Option 2]

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

- a. [insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for certificate etc)]

**G8A. Child Safety**

**G8A.1** If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- a. to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- b. if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth.

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

Not Applicable

[OR]

**G9.1** The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- a. [insert relevant legislation, policies and/or industry standards]

**G9A. Fraud**

Not Applicable

[OR]

**G9A.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.

**G9A.2** The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

**G9A.3** If the Grantee becomes aware of:

- a. any Fraud in relation to the Activity; or
- b. any other Fraud that has had or may have an effect on the performance of the Activity, the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

**G9A.4** The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

**G9A.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.

**G9A.6** This clause survives the termination or expiry of the Agreement.

**G10. Commonwealth Material, facilities and assistance**

Not Applicable

[OR]

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

**G10.2** The Commonwealth agrees to provide the following Material to the Grantee:

- a. [insert details] [OR] Not Applicable

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

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

**G10.5** The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

- a. [insert details] [OR] Not Applicable

**G10.6** The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance.

**G11. Jurisdiction**

Not Applicable

[OR]

**G11.1** This Agreement is governed by the law of the [insert jurisdiction].

**G12. Grantee trustee of a Trust**

Not Applicable

[OR]

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

**G12.2** The Grantee warrants that:

- a. it is the sole trustee of the Trust; and
- b. it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- c. it has entered into this Agreement for the proper administration of the Trust; and
- d. all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- e. it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## Signatures

**Executed as an agreement:**

**Commonwealth of Australia:**

<b>Signed for and on behalf of the Commonwealth of Australia as represented by the eSafety Commissioner</b>	
<b>Name:</b> (print)	_____
<b>Position:</b> (print)	_____
<b>Signature and date:</b>	_____
<b>Witness Name:</b> (print)	_____
<b>Signature and date:</b>	_____

**Grantee:**

[If Grantee is an Individual]

<b>Full legal name of the Grantee:</b>	
<b>Signatory Name:</b> (print)	_____
<b>Signature and date:</b>	_____
<b>Witness Name:</b> (print)	_____
<b>Signature and date:</b>	_____

[OR]

[If Grantee is a Company]

<b>Name of Company:</b>	
<b>Director's Name:</b> (print)	_____
<b>Signature and date:</b>	_____
<b>Director/Company Secretary Name:</b> (print)	_____
<b>Signature and date:</b>	_____

[OR]

If Grantee is an Incorporated Association]

<b>Full legal name of the Grantee:</b>	
<b>Public Officer's Name:</b> (print)	_____
<b>Signature and date:</b>	_____
<b>Committee Member/Secretary Name:</b> (print)	_____
<b>Signature and date:</b>	_____

[OR]

[If Grantee is a Partnership]

<b>Full legal name of the Grantee:</b>	
<b>Partner's Name:</b> (print)	_____
<b>Signature and date:</b>	_____
<b>Partner's Name:</b> (print)	_____
<b>Signature and date:</b>	_____

[OR]

[If Grantee is a trustee of a Trust, you should confirm the legal status of the trustee and use the appropriate execution clause. For example, if the trustee is a company, use the company execution clause. Make sure that you use the name of the trustee (NOT the Trust) as the 'name' of the Grantee- as the trustee is the legal entity entering into the Agreement. If requested by the Grantee, the words 'as trustee of the XXX Trust' could be included at the end of the name.]

## Commonwealth General Grant Conditions

### 1. Undertaking the Activity

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

### 2. Acknowledgements

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

### 3. Notices

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

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

**3.3** The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

### 4. Relationship between the Parties

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

### 5. Subcontracting

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

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

### 6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

### 7. Variation

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

### 8. Payment of the Grant

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

**8.2** The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

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

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

### 9. Spending the Grant

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

**9.2** The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

### 10. Repayment

**10.1** If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

**10.2** The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

### 11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

### 12. Intellectual Property

**12.1** Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

**12.3** The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

### 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

#### 14. Confidentiality

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

#### 15. Insurance

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

#### 16. Indemnities

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

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

#### 17. Dispute resolution

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

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

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

#### 18. Termination for default

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

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

#### 19. Cancellation for convenience

**19.1** The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

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

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

**19.3** In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

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

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

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

#### 20. Survival

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

#### 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity 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 General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **Australian Privacy Principle** has the same meaning as in the Privacy Act 1988.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 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 specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the Privacy Act 1988.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.