



Australian Government

Department of Industry, Science and Resources

# Commonwealth Standard Grant Agreement

between the Commonwealth of Australia represented by

**Department of Industry, Science and Resources**

and

**<Grantee>**

NB: This is an example standard grant agreement intended for use with the Maintaining Our Supply of Diesel Exhaust Fluid Program. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

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## Grant Agreement <grant number>

Once completed, this document, together with the 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	<entity name>
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	<ABR entity type>
Trading or business name	<trading name>
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	<ABN>
Australian Company Number (ACN)	<ACN>
Registered for Goods and Services Tax (GST)?	<GST status + if statement>
Date from which GST registration was effective?	<GST registered date>
Registered office address	<ABR registered address> <city> <state> <postcode>
Relevant business place	<business street address> <city> <state> <postcode>

#### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Industry, Science and Resources  
of 10 Binara Street CANBERRA ACT 2600  
ABN 74 599 608 295

The Department of Industry, Science and Resources will manage the Agreement on behalf of the Department of Climate Change, Energy, the Environment and Water (**DCCEEW**).

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

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

## Scope of this Agreement

This Agreement comprises:

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

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 the 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.

SAMPLE

## Grant Details <grant number>

### A. Purpose of the Grant

The Grant is being provided as part of the Maintaining Our Supply of Diesel Exhaust Fluid (DEF) Program (**Program**) grant opportunity for the following purposes:

1. to support sovereign capability in manufacturing to produce technical grade urea (**TGU**) for the domestic DEF market in the period 2023 to mid-2026; and
2. produce TGU that is compliant with the ISO 22241 specification for the production of DEF, or as certified by Original Equipment Manufacturers (**OEMs**) for use as a DEF.

The intended outcomes of the Program are:

- to build resilience in Australia to withstand a TGU supply disruption; and
- diversify Australia's TGU supply beyond imports and augmenting supply capacity with domestic production during a disruption.

### B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

#### Project title

<project title>

#### Project scope and description

<detailed project description>

#### Project outcomes

The outcomes to be delivered by the Grantee in performing the Activities are described below.

<project outcomes>

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

#### Additional requirements

##### Record Keeping

For the purposes of clause 12.2 of Schedule 1 (Commonwealth Standard Grant Conditions), the period for which the Grantee is required to keep records will be 10 years after the end of the Term.

##### Insurance

[Insurance requirements to be updated depending on the nature of the Activity]

For the purposes of clause 16 of the Schedule 1 (Commonwealth Standard Grant Conditions), the Grantee must maintain the following insurance policies during the Term in amounts sufficient to reflect the nature, value and risk of the Activity being undertaken by the Grantee:

1. public and products liability which covers the Grantee for loss of or damage to tangible property and bodily injury, disease, illness or death of any person caused by, arising out of, or in connection with the performance of the Activity;
2. professional indemnity insurance which covers the liability of the Grantee at general law arising from a negligent breach of duty owed in a professional capacity, by reason of any act or omission of the Grantee or the Grantee's personnel;
3. transit insurance covering any tangible property that is being transported as part of the Activity against the risks of loss, damage or destruction caused by all commercially insurable risks during transit of such property by land, sea or air and during loading or unloading and storage during transit, where such transits are at the risk of the Grantee;
4. all risks insurance covering the whole of any construction works (including any temporary works) undertaken or delivered as part of the Activity, including any plant, equipment or other property on site for use in performing or incorporation into the construction works, against the risks of loss, damage or destruction by all commercially insurable risks;
5. cyber insurance which covers the Grantee for liability arising from the alleged or actual theft or unauthorised dissemination, use of, or access to personal, confidential or proprietary information, or liabilities arising from such use or access including hacker attacks, the inability of an authorised party to access or modify systems or applications, and the costs and expenses arising from such use or access; and
6. workers' compensation insurance or registrations as required by law, in respect of the Grantee's liability to its employees engaged in the performance of the Activity.

### C. Duration of the Grant

[The maximum project period is 36 months. The project must be completed by 30 April 2026].

The Activity starts on <project start date> and ends on <project end date>, which is the **Activity Completion Date**.

The Agreement ends on <agreement end date> which is the **Agreement End Date**.

### Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>

### D. Payment of the Grant

The total amount of the Grant is <grant amount> (plus GST if applicable).

The Grant must only be used to meet eligible expenditure for the Activity as described in section 5.3 of the Guidelines and appendix A to the Guidelines, as updated by the Commonwealth from time to time (**Eligible Expenditure**).

The Grant must not be used to meet ineligible expenditure for the Activity as described in section 5.3 of the Guidelines or appendix B to the Guidelines, as updated by the Commonwealth from time to time (**Ineligible Expenditure**).

The Grant will be provided at up to 50 per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

An initial payment will be made on execution of the grant agreement based on forecast eligible expenditure for the first six months. Subsequent payments will be paid six monthly in arrears, based on actual eligible expenditure. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least \$5,000 or 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory end of project report demonstrating end of project reporting obligations have been met.

### 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 provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

<reporting table>

The Grantee must provide an independent audit report (**Independent Audit Report**) in accordance with the requirements of Appendix 4 to Schedule 2, as applicable.

In addition to any agreed evidence separately detailed above (as applicable), each report is to be accompanied by purchase orders, invoices, payment documentation, photographic evidence (date stamped), and other documents requested by the Commonwealth that demonstrates the progress in the conduct of the Activity and supports each payment of the Grant claimed by the Grantee.

In providing any reports or notifications under this Agreement, including the Supplementary Terms, the Grantee must not provide any information that:

1. is false or misleading in a material particular relevant to the payment of the Grant;
2. omits a matter or thing without which the information is misleading in a material particular to the payment of the Grant; and
3. results in the Grantee being paid an amount under this Agreement that the Grantee was not entitled to be paid.

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	<primary contact name>
Position	<primary contact position>
Address	<primary contact address>

Business hours telephone	<phone number>
Mobile	<mobile phone>
Email	<email address>

### Commonwealth representative and address

Name of representative	<CSM name>
Position	<CSM position>
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	<CSM physical address> If blank 10 Binara Street CANBERRA ACT 2600
Business hours telephone	<CSM phone>
Email	<Program email 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. Activity Material

Not applicable



## Supplementary Terms

### ST1. Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of Contribution	Amount (GST exclusive)	Timing
Grantee	< insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc>	\$<insert amount>	<project end date>
<name of third party providing the Other Contribution>	<insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc>	\$<insert amount>	<insert date or Milestone to which the Other Contribution relates>
Total		\$<total other contributions>	

ST1.2 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 19 of this Agreement.

ST1.3 For the purpose of this clause ST1, Other Contributions may include financial contributions from other Commonwealth, State, Territory or local government grants, or from any third party, in relation to the Activity, subject to clause ST1.4.

ST1.4 The Grantee must not receive, or propose to receive, Commonwealth government grants in relation to the Activity which, when added to the Grant, would exceed 50% of the total eligible expenditure (determined in accordance with the grant guidelines) for the Activity.

### ST2. Activity Budget

ST2.1 In this Agreement, Appropriation means money drawn from the Consolidated Revenue Fund.

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

<budget table>

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

## Annual Capped Amounts

Financial year	Annual capped amount (GST excl)
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
Total	\$<total grant amount>

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations.

ST2.7 The Grantee must give the Commonwealth:

- (a) by 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

## ST3. Intellectual property in Activity Material

Not applicable

## ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and

- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 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 ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## ST5. Equipment and Assets

ST5.1 In this Agreement

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

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$5,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

<Equipment and Assets table>

ST5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant.

ST5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.5 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

ST5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

## ST6. Specified Personnel

Not applicable

## ST7. Relevant qualifications, licences, permits, approvals or skills

ST7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity.
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement in the Activity.

## ST8. Vulnerable Persons

### ST8.1 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 knows 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.

ST8.2 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 ST8.2 remain current for the duration of their involvement in the Activity.

ST8.3 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.

ST8.4 In undertaking a risk assessment under clause ST8.3, 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; and
- (e) any other relevant matter,

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

ST8.5 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.

ST8.6 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.

## ST9. Child safety

ST9.1 In this Agreement

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

<b>Child-Related Personnel</b>	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;
<b>Legislation</b>	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
<b>National Principles for Child Safe Organisations</b>	means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <a href="https://humanrights.gov.au/our-work/childrens-rights/projects/child-safe-organisations">https://humanrights.gov.au/our-work/childrens-rights/projects/child-safe-organisations</a> ) 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;
<b>Relevant Legislation</b>	means Legislation in force in any jurisdiction where any part of the Activity may be carried out;
<b>Working With Children Check or WWCC</b>	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

#### Relevant checks and authority

ST9.2 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;
- (b) ensure that Working With Children Checks obtained in accordance with this clause ST9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses ST9.2(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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

ST9.3 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 ST9.3;
- (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 ST9.3;
  - (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;
- (f) provide the Commonwealth with an annual statement of compliance with clauses ST9.2 and ST9.3, in such form as may be specified by the Commonwealth; and
- (g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses ST9.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

ST9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause ST9.

ST9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause ST9;
- (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 ST9; 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 ST9.

## ST10. Commonwealth Material, facilities and assistance

ST10.1 In this Agreement, **Commonwealth Material** means any Material:

- (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, including the Material specified in ST10.2, but does not include Reporting Material or Activity Material.

ST10.2 The Commonwealth agrees to provide the following Material to the Grantee:

- (a) Not applicable

ST10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

ST10.4 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 agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

ST10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

- (a) Not applicable

ST10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing the Commonwealth Material.

## ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

## ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 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.

## ST13. Fraud

ST13.1 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.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 If the Grantee becomes aware of any:

- (a) Fraud in relation to the performance of the Activity; or
- (b) 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.

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

ST13.5 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.

ST13.6 This clause survives the termination or expiry of the Agreement.

## ST14. Prohibited dealings

ST14.1 In this Agreement

**Listed Terrorist Organisation** means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth). This list is available at: <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>



**Consolidated List** means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the *United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth). This list is available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>;

**World Bank Listing of Ineligible Firms and Individuals** means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

ST14.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including any third parties providing Other Contributions, the Grantee itself and its officers, employees, contractors and agents:

- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
- (b) are not, and do not become a Listed Terrorist Organisation;
- (c) are not, and do not become listed on the Consolidated List;
- (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
- (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in ST14.2 (b) to (d); and
- (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in ST14.2 (b) to (d).

ST14.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause ST14.

## ST15. Anti-corruption

ST15.1 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.

ST15.2 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.

ST15.3 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 engage in:

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

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

## ST16. Step-in rights

ST16.1 If:

- (a) the Commonwealth issues a notice under clause 2.2;
- (b) an event in clause 19.3.1(c) of the Agreement occurs; or
- (c) the Grantee requests that the Commonwealth exercise its rights under this clause,

the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause ST16 and the date from which this notice will take effect (**Step In Notice**).

ST16.2 From the date specified in the Step-in Notice:

- (a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
- (b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
- (c) the Commonwealth's obligation to pay the Grant is suspended; and
- (d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.

ST16.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:

- (a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
- (b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

ST16.4 The Commonwealth will by written notice advise the Grantee of:

- (a) the date upon which the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the amount of the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

## ST17. Grant administrator

ST17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

ST17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

ST17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

ST17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

ST17.5 The Grantee agrees to:

- (a) consider in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
- (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

ST17.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

ST17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

## ST18. Management Adviser

Not applicable

## ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST19.2 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.

## ST20. Compliance with Legislation and policies

ST20.1 In this Agreement:

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

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement and carrying out the Activity.

ST20.3 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).

ST20.4 Without limiting clause ST20.2, in carrying out the Activity, the Grantee must comply with the following applicable policies, laws and standards:

- (a) all State, Territory or 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, if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with these requirements in such form as may be specified by the Commonwealth
- (b) All State, Territory and Commonwealth laws relating to COVID-19 health regulations;
- (c) as further detailed in clause ST21.6, the Australian Government's Work Health and Safety Accreditation Scheme<sup>1</sup> (the Scheme);
- (d) Australian Industry Participation Policy (refer to <https://www.industry.gov.au/regulations-and-standards/australian-industry-participation>);
- (e) *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**);
- (f) all State, Territory and Commonwealth environment and planning laws; and
- (g) Australian Industry Participation (AIP) requirements for major projects.

ST20.6 While carrying out the Activity, the Grantee must implement the Stakeholder Management Plan.

## ST21. Work health and safety

ST21.1 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.

ST21.2 The Grantee must maintain and, if requested by the Commonwealth, 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 ST21.1. Such plans and arrangements must, as a minimum and without limitation, address:

- (a) the hazards arising from the Activity that present a risk to health and safety;
- (b) the risks associated with those identified hazards and the elimination and mitigation strategies that will be implemented to address these;
- (c) the Grantee's approach to consulting, co-ordinating and co-operating with all relevant safety duty holders (including, but not limited to, subcontractors) during the term of the Agreement;
- (d) COVID-19 management planning; and
- (e) all other content required of such a plan in accordance with the applicable work health and safety legislation.

ST21.3 The Grantee must:

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<sup>1</sup> The Work Health and Safety Accreditation Scheme can be found at <https://www.fsc.gov.au/what-accreditation-1>

- (a) ensure that all subcontracts or agreements entered into in connection with this Agreement or the performance of the Activities (including agreements with Other Contributors) includes provisions equivalent to the obligations of the Grantee under this clause ST21, to the extent applicable; and
- (b) obtain quarterly written assurances from each subcontractor about their ongoing compliance with the applicable work health and safety legislation and provide these to the Commonwealth when requested to do so.

[If the project involves construction and the Grantee is based in any state/territory other than Victoria:

ST21.4 The Grantee acknowledges and accepts that as the person conducting a business or undertaking that commissions a "construction project" (as defined in the work health and safety legislation) as part of the Activities, the Grantee is the principal contractor for the purposes of the applicable work health and safety legislation and regulations unless and until the Grantee:

- (a) engages a person conducting a business or undertaking as principal contractor for the construction project; and
- (b) authorises that person to have management or control of the workplace and to discharge the duties of a principal contractor under the applicable work health and safety legislation.]

[If involves construction and the Grantee is based in Victoria

ST21.4 The Grantee acknowledges and accepts that as the owner of the workplace where a "construction project" (as defined in the work health and safety legislation) forming part of the Activities is to be carried out, the Grantee is the principal contractor for the purposes of the applicable work health and safety legislation unless and until the Grantee:

- (a) appoints a principal contractor for the construction project; and
- (b) authorises the principal contractor to manage or control the workplace to the extent necessary to discharge the duties imposed on a principal contractor under the applicable work health and safety legislation.]

ST21.5 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.

**ST21.6 The Work Health and Safety Accreditation Scheme**

- (a) Certain building work procured using funds provided under this Agreement may be covered by the WHS Accreditation Scheme.
- (b) The WHS Accreditation Scheme is established under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* (Cth).
- (c) The WHS Accreditation Scheme applies to building work that is indirectly (such as through a grant) funded by the Commonwealth or a corporate Commonwealth entity if it is carried out under a contract with a value of \$4 million or more (GST inclusive) and the contribution made to the funding of the project that includes the building work by the Commonwealth or corporate Commonwealth entity is at least:

- (i) \$6,000,000 (GST inclusive) and represents at least 50% of the total funding; or
  - (ii) \$10,000,000 (GST inclusive).
- (d) Contracts that the Grantee enters into for building work that use funds provided under this Agreement and that meet the financial thresholds outlined above must:
- (i) be notified to the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market); and
  - (ii) contain a requirement that the builder:
    - is accredited under the WHS Accreditation Scheme\*; and
    - maintains their accreditation while carrying out the building work.
- \* Paragraph 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.
- (e) The Grantee must promptly provide to the Commonwealth a copy of any notices and reports issued by the Office of the Federal Safety Commissioner regarding the project, including without limitation those relating to an audit of the project and/or those undertaking building work for the project and the audit's findings, together with the action plan setting out the steps to be taken to address any non-conformance identified in an audit.
- (f) Upon the Commonwealth's request, the Grantee will provide evidence to the satisfaction of the Commonwealth of the Grantee's compliance with the requirements of this clause ST21.6.

## ST22. Transition

Not applicable

## ST23. Corporate Governance

ST23.1 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.

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 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.

## ST24. Counterparts

ST24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## ST25. Secret and Sacred Indigenous Material

ST25.1 In this clause:

**Aboriginal Person** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth);

**Aboriginal Tradition** has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

**Indigenous Person** means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;

**Secret and Sacred Indigenous Material** means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and

**Torres Strait Islander** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth)

ST25.2 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

ST25.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

## ST26. Subcontractors

ST26.1 If the Grantee proposes to engage any third party (**Subcontractor**) to carry out a material part of the Activity, the Grantee must enter into a formal written agreement (**Subcontract**) with the Subcontractor for such work. Any Subcontracts must include terms no less onerous than those set out in this Agreement (to the extent applicable to the activities to be undertaken by the Subcontractor under the Subcontract) and otherwise continue to enable the Grantee to comply with its obligations under this Agreement.

ST26.2 For the purposes of this clause, a material part of the Activity means any work with a value of \$50,000 or more.

## ST27. Change of Control

ST27.1 The Grantee must notify the Commonwealth in writing within 5 business days of a Change in the Control of the Grantee.

ST27.2 A Change of Control occurs in relation to a body corporate or entity (**body**) where:

- (a) an entity that Controls the body ceases to Control the body; or
- (b) an entity that does not Control the body comes to Control the body.

ST27.3 No Change of Control occurs if:

- (c) the entity that ceases to Control the body is a wholly-owned subsidiary of/Controlled by a body corporate that previously Controlled, and continues to Control, the body; or
- (d) the entity that comes to Control the body is a wholly-owned subsidiary of a body corporate that previously Controlled, and continues to Control, the body.

ST27.4 In this clause each of '**body corporate**', '**listed**' and '**wholly-owned subsidiary**' have the meanings given in section 9 of the *Corporations Act 2001* (Cth) (**Corporations Act**) and '**entity**' has the meaning given in section 64A of the Corporations Act.

ST27.5 In the event of a Change of Control, the Commonwealth may cancel or reduce the scope of this Agreement in accordance with clause 20 of Schedule 1.

## ST28. Australian Industry Participation plan, Executive Summary and Implementation Report(s)

**Australian Industry Participation (AIP) policy or AIP policy** means the Australian Government policy designed to ensure full, fair and reasonable opportunity for Australian industry, including small and medium enterprises, to compete for work. This is achieved through the development and implementation of an AIP plan. More information on the AIP policy and AIP plan requirement can be found at [www.industry.gov.au/aip](http://www.industry.gov.au/aip).

**Australian Industry Participation (AIP) plan** means a plan prepared and implemented by the Grantee in accordance with clause ST28.1.

**AIP plan Implementation Report** means a report provided to the Commonwealth in accordance with clause ST28.2.

**Implementation Report Requirements** means the requirements set out in the AIP policy and/or by the Commonwealth requiring the Grantee to complete an AIP plan Implementation Report.

ST28.1 The Grantee must prepare and implement an AIP plan which:

- a) demonstrates how Australian industry will be provided with full, fair and reasonable opportunity to participate in the Activity; and
- b) has been approved by the Commonwealth prior to execution of this Agreement.

ST28.2 In addition, the Grantee must prepare and submit an AIP plan Implementation Report, which:

demonstrate(s) how the Grantee has satisfied the requirements of the AIP plan;

- a) must be submitted to the Commonwealth by the date specified at the relevant Milestone set out in the Activity Schedule, Item C (Duration of the Grant) of the Grant Details.

ST28.3 If the Commonwealth determines that the AIP plan Implementation Report does not meet the Implementation Report Requirements, is incomplete, inadequate or does not provide sufficient evidence that the AIP plan has been implemented as agreed, the Commonwealth may, by written



notice to the Grantee, reject the AIP Plan Implementation Report. Where the Commonwealth rejects the AIP plan Implementation Report, the Commonwealth will provide the Grantee with reasons for the rejection.

ST28.4 If the Commonwealth rejects the AIP plan Implementation Report pursuant to clause ST28.5, the Grantee must amend the AIP plan Implementation Report to address the reasons advised by the Commonwealth and to otherwise meet the Implementation Report Requirements, and provide the amended AIP plan Implementation Report to the Commonwealth within 10 business days of receiving the notice issued under clause ST28.3.

ST28.6 If a conflict arises between the AIP plan and this Agreement, this Agreement prevails to the extent of that conflict.

ST28.7 The Grantee consents to the Commonwealth

- a) publishing the executive summary of its AIP plan at [www.industry.gov.au/aip](http://www.industry.gov.au/aip) once this Agreement is executed; and
- b) collecting and using information, including personal information, supplied in connection with the Activity, AIP plan and AIP plan Implementation Reports for the purposes of:
  - i. meeting the objectives and requirements of the AIP *policy*;
  - ii. program evaluation and monitoring;
  - iii. policy research, evaluation and development;
  - iv. providing information to the public and industry to assist and improve the participation of Australian entities; and
  - v. as may be otherwise authorised or required by law.

ST28.8 Once approved, the AIP plan will form Schedule 3 to this Agreement. Breach of Schedule 3 will constitute a breach of this Agreement.

# Schedule 1: Commonwealth Standard Grant Conditions

## 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.
- 1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme<sup>2</sup> set out under the relevant grant opportunity guidelines to receive the Grant.

## 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 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 be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

## 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.

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<sup>2</sup> The National Redress Scheme can be found at <https://www.nationalredress.gov.au>

## 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.

## 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 90 days after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this agreement.
- 10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.1 Within 90 days after the Activity Completion Date, and at least every 12 months during the term of the Agreement, 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.
- 10.2 The reports under clause 10.2 must be audited by:
- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
  - (b) a certified Practising Accountant; or
  - (c) a member of the Institute of Public Accountants; or
  - (d) a member of Chartered Accountants Australia and New Zealand;
- 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 the:

- (a) Grantee must do so within the time period specified in the notice;
- (b) 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) 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 Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## 13. Reporting and liaison

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 information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

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 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; and
- (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. Without limiting the parties' rights and obligations under this clause 15.1, the Grantee agrees to clearly identify in writing to the Commonwealth all information that it considers to be its confidential information.

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 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.

19.2 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.

19.3 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 the:

- (a) Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) 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) Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (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; or
- (d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

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 change in:
- (a) government policy; or
  - (b) 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

- 21.1 The following clauses survive termination, cancellation or expiry of this Agreement:
- (i) clause 10 (Spending the Grant);
  - (ii) clause 11 (Repayment);
  - (iii) clause 12 (Record keeping);
  - (iv) clause 13 (Reporting);
  - (v) clause 14 (Privacy);

- (vi) clause 15 (Confidentiality);
- (vii) clause 16 (Insurance)
- (viii) clause 17 (Intellectual property);
- (ix) clause 19 (Reduction, Suspension and Termination);
- (x) clause 21 (Survival);
- (xi) clause 22 (Definitions);
- (xii) ST4 (Access/monitoring/inspection);
- (xiii) ST19 (Indemnities); and
- (xiv) any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities 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 Industry Participation (AIP) plan** means a plan prepared and implemented by the Grantee in accordance with clause ST28.1.
- **AIP plan Implementation Report** means a report provided to the Commonwealth in accordance with clause ST28.2.
- **Australian Industry Participation (AIP) policy or AIP policy** means the Australian Government policy designed to ensure full, fair and reasonable opportunity for Australian industry, including small and medium enterprises, to compete for work. This is achieved through the development and implementation of an AIP plan. More information on the AIP policy and AIP plan requirement can be found at [www.industry.gov.au/aip](http://www.industry.gov.au/aip).
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Building Code** means the Code for the Tendering and Performance of Building Work 2016 in force pursuant to section 34 of the Building and Construction Industry (Improving Productivity) Act 2016 (Cth) as amended by the Code for the Tendering and Performance of Building Work Amendment Instrument 2022 and as otherwise amended from time to time.
- **Building Contractor** has the same meaning as in the Building and Construction Industry (Improving Productivity) Act 2016 (Cth).
- **Building Industry Participant** has the same meaning as in the Building and Construction Industry (Improving Productivity) Act 2016 (Cth).

- **Building Work** has the same meaning as in subsection 3(4) of the Building Code.
- **business day** in relation to the doing of an action in a place, means any day in that place other than:
  - (a) a Saturday, Sunday or public holiday in the ACT; and
  - (b) any day within the two-week period that starts on:
    - (i) the Saturday before Christmas Day; or
    - (ii) if Christmas Day falls on a Saturday, Christmas Day.
- **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 Funded Building Work** means Building Work in items 1-8 of Schedule 1 of the Building Code, other than Building Work to which item 10 of that Schedule applies.
- **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.
- **Diesel Exhaust Fluid (DEF)** means a liquid used to reduce the amount of air pollution created by a diesel engine being an aqueous urea solution that is:
  - (a) made with 32.5% urea and 67.5% deionized water; and
  - (b) consumed in a selective catalytic reduction (SCR) emission control system that lowers the concentration of nitrogen oxides (NO<sub>x</sub>) in the diesel exhaust emissions from a diesel engine.
- **Exclusion Sanction** has the same meaning as in subsection 3(3) of the Building Code.
- **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.
- **Technical Grade Urea (TGU)** means an organic amide molecule containing 46% nitrogen in the form of amine groups that:
  - (a) is not treated with formaldehyde and has a very low Biuret content; and
  - (b) complies with the ISO 22241 specification for the production of AdBlue®/AUS32/ARLA32 solutions.
- **Works** means Commonwealth Funded Building Work that is being indirectly funded by the Commonwealth through the provision of the Funding to the Grantee.

## Signatures

Executed as an agreement:

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources.

Name	<name>
Position	<position >
Date	<date of execution >

### Grantee

Full legal name of the Grantee	<name of the grantee> <ABN of the grantee>
Name of Authorised Representative	<name of authorised representative>
Date	<date of acceptance>

## Schedule 2 Reporting requirements

### Appendix 1

#### Maintaining Our Supply of Diesel Exhaust Fluid Program - progress report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au). You can enter the required information in stages and submit when it is complete.

#### Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?  
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- e. What is the total amount (in tonnes) of TGU or TGU-equivalent product produced for each month of the report?  
You will need to attach evidence (laboratory or assay report) to verify the TGU or TGU-equivalent product you have produced meets the requirements of ISO 22241.
- f. Provide details of your TGU or TGU-equivalent product distribution and sales including customers, quantities and locations.  
You will need to attach evidence that the TGU or TGU-equivalent product you have produced has been sold commercially (i.e. contracts, sales records)

- g. What was the average price per tonne of TGU or TGU-equivalent product sold for each month of the report?
- h. When is your project expected to start producing TGU or TGU-equivalent product if it hasn't already?

## Project outcomes

- a. Outline the project outcomes achieved to date.
- b. How is your production of TGU or TGU-equivalent product expected to improve supplies for the domestic market? Provide details.
- c. How is this grant supporting your organisations project activities?

## Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in the current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?  
If no, explain the reasons.

## Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from [government (except this grant), project partners or others.

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.
- c. Attach evidence (laboratory or assay report) to verify the TGU or TGU-equivalent product you have produced meets the requirements of ISO 22241.

- d. Attach evidence that the TGU or TGU-equivalent product you have produced has been sold commercially (i.e. contracts, sales records).

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred are in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

SAMPLE



## Appendix 2

### Maintaining Our Supply of Diesel Exhaust Fluid Program - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

#### Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. How did this grant support your organisation's manufacturing of TGU or TGU-equivalent product?  
This may include planning, conversion of existing manufacturing sites, new additions to existing manufacturing processes to produce TGU or TGU-equivalent product etc.
- d. Has your organisation developed any intellectual property as a result of this project? Provide details.
- e. Have you collaborated with others within the industry to share or collaborate on the project? Provide details.
- f. Would your organisation have undertaken this project if the grant funding had not been provided (Yes/No/Not sure)?
- g. Provide details on the difference the grant made to your organisation's decisions regarding your project, such as timeframes, manufacturing infrastructure investment, etc.
- h. Is your organisation's capacity to produce TGU or TGU-equivalent product expected to continue or improve in the absence of future Australian Government funding? Provide details.
- i. How many new temporary jobs were created by your project?
- Provide numbers of full-time and part-time jobs
  - Provide the number of Indigenous persons employed (if any)

- j. How many new permanent ongoing jobs were created by your project?
  - i. Provide numbers of full-time and part-time jobs
  - ii. Provide the number of Indigenous persons employed (if any)
- k. Did new or existing staff receive training or upskilling as part of the project? If yes, briefly describe the number of staff and the nature of training or upskilling activities undertaken.

## Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?  
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  
  
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. How is your production of TGU or TGU-equivalent product expected to improve supplies for the domestic market? Provide details

## Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?  
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?  
If yes, explain why.
- e. Is there any other information you wish to provide about your project?  
If yes, provide details.

## Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.  
  
If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.  
  
Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

## Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

## Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year.

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 3

### Maintaining Our Supply of Diesel Exhaust Fluid Program - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your annual statement of compliance. The Commonwealth reserves the right to amend or adjust the requirements.

You must submit your annual statement of compliance as you would a report on the [business.gov.au portal](https://business.gov.au).

#### Statement of compliance

- 1 Is the organisation, and persons working with children on behalf of the organisation in relation to the Activity, compliant with Commonwealth, state or territory legislation?
- 2 Has the organisation completed a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity?
- 3 Has the organisation put in place an appropriate strategy to manage risks identified through the risk assessment?
- 4 Has the organisation delivered training and established a compliance regime to ensure that all persons who may engage with children are aware of, and comply with:
  - the National Principles for Child Safe Organisations
  - the risk management strategy in item 3 above
  - relevant legislation relating to requirements for working with children, including working with children checks
  - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
  - relevant legislation relating to mandatory reporting of suspected child abuse or neglect however described?

#### Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 4

### Independent audit report

#### Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science and Resources. For further information contact us on 13 28 46 or at [business.gov.au](http://business.gov.au).

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at [business.gov.au](http://business.gov.au) or by calling us on 13 28 46.

#### Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

## Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance\*
- Statement of eligible expenditure\*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- \*We will compare this information to that detailed in the grant agreement.

### 1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including:

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

## 2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]
-----------------

## 3. Note to the statement of eligible expenditure

### 3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

### 3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]
-----------------

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

**Statement of grant income and expenditure**

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]



5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science and Resources.

Signature .....

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

## Attachment B - Independent audit report

### Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

## Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

### *Management's responsibility*

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
  - i enable the preparation of the financial statement and the statement of [employee numbers and ]labour costs that are free from material misstatement, whether due to fraud or error; and
  - ii enable compliance with the terms of the grant agreement.

### *Auditor's responsibility*

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
  - i the financial statement; and
  - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
  - i our review procedures, on the statement of labour costs; and
  - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

### *Opinion*

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

*Basis of Accounting and Restriction on Distribution*

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

*Use of Report*

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

*Conclusions*

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature .....

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

## Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science and Resources  
GPO Box 2013  
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
  - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
  - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
  - iii have no financial interest in [Grantee name].

Signature .....

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

## Schedule 3 AIP Plan

If applicable please attach an approved [Australian Industry Participation Plan](#), or equivalent, outlining how the project will provide Australian industry with full, fair and reasonable opportunity to participate.