



Australian Government

Organ and Tissue Authority

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

***Australian Organ and Tissue Donation
and Transplantation Authority***

and

[insert Grantee]

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Grant Agreement *[insert reference number]*

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

Parties to this Agreement

The Grantee

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

The Commonwealth

The Commonwealth of Australia represented by the Australian Organ and Tissue Donation and Transplantation Authority
Level 3, 14 Childers Street, Canberra ACT 2601
ABN 56 253 405 315

Background

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

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

Scope of this Agreement

This Agreement comprises:

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

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

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

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

Grant Details *[insert reference number]*

A. Purpose of the Grant

The purpose of the Grant is to *[insert details of activity aims or objectives]*.

This Grant is being provided under the 2021 DonateLife Partnerships – Grant Opportunity Guidelines, and these Grant Details form part of the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Organ and Tissue Authority’s (OTA) nationally coordinated community awareness and education program to increase awareness about organ and tissue donation for transplantation.

B. Activity

[insert details]

C. Duration of the Grant

The Activity starts on execution of this agreement and ends on *[insert date/event]* the Completion Date.

The Activity (other than the provision of any final reports) ends on *[insert date/event]* which is the **Activity Completion Date**.

The Agreement ends on *[insert date/event or state ‘when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement’]* which is the **Agreement End Date**.

Activity Schedule	
Milestone	Due Date
<i>[insert event]</i>	<i>[insert date]</i>
<i>[insert event]</i>	<i>[insert date]</i>
<i>[insert event]</i>	<i>[insert date]</i>

D. Payment of the Grant

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

GST *[is/ is not]* payable on the Grant.

Interest cannot be earned on the Grant.

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

[insert bank account details].

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

[insert any additional details]

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

Invoicing

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

- Identifies the name of the project/activity;
- Sets out the name of the Commonwealth Representative;
- Contains a claim for the amount of funds properly required; and
- Is a tax invoice, inclusive of GST as described by *A New Tax Systems (Goods and Services Tax) Act 1999* (the GST Act) and any applicable rulings of the Australian Taxation Office.

E. Reporting

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

Progress Report

A Progress Report is due on *[insert date]*. The report must contain:

- A detailed plan for the Activity, including dates, schedules, locations, activities, people involved.
- A detailed budget against the agreed expenditure items listed in G2. Activity budget.

Final Report

The final report must be submitted prior to the completion date specified in C- Duration of the Activity. The report must contain:

- A summary of the Activity and how successful the activity was in achieving the objectives of the grant and grant funding round, including recommendations and learnings from the activity.
- One original of all project material or collateral produced to the date of the final report including printed materials, advertisements, merchandise or other promotional or information materials produced by the grantee.
- Copies of all print media coverage and listing of all television, radio and online media coverage secured during the project period.
- A detailed income and expenditure statement of the Activity (as per G.2. Activity budget), indicating if the grant has been fully expended or if funds need to be returned to the Commonwealth Representative.

- The final report must be signed by a person with the appropriate authority and knowledge to do so, stating the information is true and correct. If the final report is not signed and returned within the specified period, the Participant must, if requested by the Organ and Tissue Authority (OTA), refund the funding.

A progress/final report template will be provided from the OTA.

Where the OTA is not reasonably satisfied with the information provided in the final report, the OTA reserves the right to audit (or have audited by persons authorised by the OTA) the Participant's records at any time. The OTA may take action to recover any unspent or misspent funding as a debt due to the Commonwealth by the Participant.

F. Party representatives and address for notices

Grantee's representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

Commonwealth representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

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

G. Activity Material

[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].

Activity Materials	[insert details]
	[insert details]
	[insert details]
	[insert details]
	[insert details]

Supplementary Terms from Clause Bank

- 1. Other Contributions**
- 2. Activity Budget**
- 3. Intellectual property in Activity Material**
 - 3A. Intellectual property – research**
 - 3B. Creative Commons licence**
- 4. Access/Monitoring/Inspection**
- 5. Equipment and Assets**
- 6. Specified Personnel**
- 7. Relevant qualifications, licences, permits, approvals or skills**
- 8. Vulnerable Persons**
- 9. Child safety**
- 10. Commonwealth Material, facilities and assistance**
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- 18. Management Adviser**
- 19. Indemnities**
- 20. Compliance with Legislation and policies**
- 21. Work health and safety**
- 22. Transition**
- 23. Corporate governance**

23A. Incorporation requirement

24. Counterparts

25. Employees subject to SACS Decision

26. Program interoperability with National Disability Insurance Scheme

27. Rollover of surplus and uncommitted funds

28. Secret and Sacred Indigenous Material

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Australian Organ and Tissue Donation and Transplantation Authority	
Name: (print) Position: (print) Signature and date:	..... ..... .....
Witness Name: (print) Signature and date:	..... .....

Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	<i>[insert name of the Grantee and any ABN]</i>
Signatory Name: (print) Signature and date:	..... .....
Witness Name: (print) Signature and date:	..... .....

[OR]

[If Grantee is a Company]

Name of Company:	<i>[insert name of company and any ABN, ACN or ARBN]</i>
Director's Name: (print) Signature and date:	..... .....
Director/Company Secretary Name: (print) Signature and date:	..... .....

[OR]

If Grantee is an Incorporated Association]

Full legal name of the Grantee:	<i>[insert name of incorporated association and any ABN or other registration number]</i>
Public Officer's Name: (print) Signature and date:	..... .....
Committee Member/Secretary Name: (print) Signature and date:	..... .....

[OR]

[If Grantee is a Partnership]

Full legal name of the Grantee:	<i>[insert name of partnership and any ABN]</i>
Partner's Name: (print) Signature and date:	..... .....
Partner's/Witness Name: (print) Signature and date:	..... .....

[OR]

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

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.

2. Payment of the Grant

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

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

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

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

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

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

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

3. Acknowledgements

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

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

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

4. Notices

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

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

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 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming 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 one month 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.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

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

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

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

13. Reporting

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

13.2 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); and
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

15. Confidentiality

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

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

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

16. Insurance

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

17. Intellectual property

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

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

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

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

18. Dispute resolution

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

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

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

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

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

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

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

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

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

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

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

19.2 Suspension

19.2.1 If:

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

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the

Grant); and/or

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

19.2.2 If the Grantee:

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

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

19.3 Termination for fault

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

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

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

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

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

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

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

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

20. Cancellation or reduction for convenience

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

(a) a change in government policy; or

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

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

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

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

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

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

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

(a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

(b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

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

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

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

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

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

21. Survival

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

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

22. Definitions

In this Agreement, unless the contrary appears:

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