



Australian Government

Organ and Tissue Authority

Commonwealth Grant Agreement

between the Commonwealth represented by the
Australian Organ and Tissue Donation and
Transplantation Authority

and

(insert Grantee)

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Commonwealth General Grant ConditionsSchedule 1

Grant Agreement [insert reference number]

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

Parties to this Agreement

The Grantee

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

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 (if any);
- (c) the Commonwealth General 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 Community Awareness Grants Program, and these Grant Details form part of the Agreement between the Commonwealth and the Grantee.

The Community Awareness Grants Program is part of the national DonateLife Community Awareness and Education Program which is aimed at empowering Australians to increase their knowledge of the benefits of organ and tissue donation and transplantation, to encourage family discussion and know each other's donation decisions and to register online on the Australian Organ Donor Register.

The Community Awareness Grants Program assists the grantee with projects or activities that contribute to improving awareness and engagement of the Australian community, the non-government sector, donor families and others involved in increasing organ and tissue donation.

B. Activity

[insert details]

C. Duration of the Activity

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

Activity Schedule	
Milestone	Due Date
[insert event]	[insert date]
[insert event]	[insert date]
[insert event]	[insert date]

D. Payment of the Grant

The total amount of the Grant is [insert amount] (GST inc/exc).

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

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

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

[insert bank account details]

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)
Upon execution of the Funding Agreement	31 May 2020	[\$[insert amount]]	[\$[insert amount]]	[\$[insert amount]]
Total Amount		[\$[insert amount]]	[\$[insert amount]]	[\$[insert amount]]

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

Grantee's representative 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]

Commonwealth representative and address

Name of representative	[insert details]
Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
E-mail	[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. Supplementary Terms

G1. Other Contributions

Not Applicable

[OR]

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

Contributor	Nature of Contribution	Amount (incl. GST)	Timing
[insert Grantee or 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]
		\$	

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

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

G2. Activity budget

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

Expenditure Item	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]

G3. Record keeping

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

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

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

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

G4. Audit

Not Applicable

G5. Activity Material

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

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

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

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

G6. Access

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

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

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

G7. Equipment and assets

Not Applicable

G8. Relevant qualifications or skills

Not Applicable

G9. Activity specific legislation, policies and industry standards

Not Applicable

G9A. Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

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

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or

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

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

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

G10. Commonwealth Material, facilities and assistance

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

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

- (a) Promotional material for DonateLife and DonateLife Week 2020

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

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

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

- (a) Not Applicable

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

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12. Grantee trustee of a Trust

Not Applicable

G13. Acknowledgement

The Grantee must use the DonateLife or DonateLife Week key messages and logo on all printed and electronic/online materials produced by the Grantee as outlined in the OTA's Grant Acknowledgement Guidelines (available at DonateLife.gov.au).

Noting the importance of promoting nationally consistent, factual information about organ and tissue donation, the Grantee must use information produced by the OTA in all communications and marketing

materials. This may include use of existing DonateLife printed materials, such as factsheets and brochures, or information available on the donatelife.gov.au website in the development of new materials.

The Grantee must acknowledge the OTA's contribution to the Activity:

- On all published and promotional materials including both printed and electronic/online materials.
- In all media releases and materials and in all media interviews about the Activity.

The acknowledgement must read 'This project is sponsored by the Organ and Tissue Authority'. The OTA and DonateLife logos must also be used in accordance with the Organ and Tissue Authority Grant Acknowledgement Guidelines on all printed and electronic public materials produced under this project.

All media releases must be provided to the OTA for review prior to release and include approved quotes from the OTA, should the OTA require inclusion.

The OTA must receive all material that contains the OTA written acknowledgement and use of OTA and DonateLife logos for approval prior to release or publication.

All printed and electronic/online materials produced by the Grantee must include the DonateLife, DonateLife Week and DonateLife Thank You Day logo, as appropriate (logos are available on request by emailing grants@donatelife.gov.au).

DonateLife material provided by the OTA must be provided and promoted by the Grantee at all events.

The Grantee will invite the OTA to participate, including an invitation to speak, to any launch or other events conducted as part of the scope of the project, for the OTA to determine the appropriate level of participation and attendance.

The OTA requests that the Grantee provide images from events and activities funded under this Agreement for promotional purposes and that the images are provided no later than 48 hours after the events or activities.

All project materials must be provided to the OTA for approval prior to production and/or dissemination. All materials developed as part of this Agreement may be used, reproduced, modified and adapted by the OTA. This includes, but is not limited to, uploading resources on the DonateLife website, use of images and distribution of resources to other organisations. The OTA will notify and/or seek agreement from the Grantee of any intended use.

The OTA also requires that the Grantee notify the OTA of any other confirmed or potential sponsorships associated with this project prior to execution of the Agreement, to ensure that such sponsors are appropriate for the OTA and the subject of organ and tissue donation. Any potential sponsors to be engaged after the execution of the Agreement must be approved in writing by the OTA. The OTA reserves the right to terminate this Agreement, and if appropriate require a repayment of funds, should additional sponsorships not be approved by OTA.

The OTA requires transcripts to be provided with any audio-visual materials produced through the scope of this project, as well as the materials to be captioned. This is to ensure compliance with web content accessibility for materials included on the DonateLife website.

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 a Company]

Name of Company:	[insert name of company and any ABN, ACN or ARBN]
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:	[insert name of incorporated association and any ABN or other registration number]
Public Officer's Name: (print) Signature and date:
Committee Member/Secretary Name: (print) Signature and date:

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

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

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

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

4. Relationship between the Parties

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

5. Subcontracting

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

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

6. Conflict of interest

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

7. Variation

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

8. Payment of the Grant

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

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

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the

Grantee can take to address those reasons.

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

9. Spending the Grant

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

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

10. Repayment

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

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

11. Record keeping

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

12. Intellectual Property

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

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

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

13. Privacy

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

14. Confidentiality

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

15. Insurance

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

16. Indemnities

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

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the

Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

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

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

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

18. Termination for default

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

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

19. Cancellation for convenience

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

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

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

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

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

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

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

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

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

20. Survival

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

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

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