



NATIONAL BLOOD AUTHORITY
AUSTRALIA

Grant Funding Agreement

National Blood Sector Research and Development Program

Commonwealth of Australia represented by
the National Blood Authority
ABN 87 361 602 478 (**Commonwealth**)

and

[Insert Name]
ABN [Insert ABN] (**Grantee**)

[Insert ID]: [Insert Title]

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Schedule 1 – Commonwealth General Grant Conditions

Schedule 2 – Research Methodology

Schedule 3 – Report Templates

Grant Agreement – ID [Insert No.]

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 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 of method of incorporation e.g. A body corporate in accordance with the (name of University) Act 2005 (NSW)]
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 as represented by the National Blood Authority (ABN 87 361 602 478), Level 2, 243 Northbourne Avenue, Lyneham ACT 2602

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;

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- (e) the Research Methodology (Schedule 2);
- (f) the Reporting Templates (Schedule 3); and
- (g) 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 – ID [Insert No]

A. Purpose of the Grant

- A1. The Grant is being provided as part of the National Blood Sector Research and Development Program which aims to facilitate world-class research and development in Australia that contributes to optimising the use, management and administration of blood products, and improves patient outcomes.
- A2. The purpose of the Grant is to provide funding towards a research project that aims to:
- (a) [Enter Purpose]
 - (b) [Enter/delete Purposes as required]
- A3. This Grant is being provided under, and these grant details form part of, this Agreement.

B. Activity

- B1. The Grantee agrees to perform the following Activity in accordance with this Agreement:
- (a) [enter tasks in accordance with Research Methodology] and
 - (b) [enter tasks in accordance with Research Methodology]
- B2. In performing the Activity, the Grantee agrees to:
- (a) conduct the Activity substantially in accordance with the Research Methodology set out in Schedule 2;
 - (b) subject to its obligations under this Agreement in relation to intellectual property, privacy and any relevant confidentiality considerations, use reasonable endeavours to communicate the outcomes of the Activity, including by:
 - (i) publishing the results of the study in a peer reviewed journal and making the publication openly accessible in an institutional repository or other acceptable location within 12 months of the date of publication;
 - (ii) presenting the results at relevant meetings; and
 - (iii) providing a copy of any publications relating to the Activity to the Commonwealth.

C. Duration of the Activity

- C1. The Activity starts on [enter date or add 'the day this Agreement is signed by the Commonwealth'] (the commencement date) and ends on [insert date], (the Completion Date). The Grantee must use reasonable endeavours to ensure that the Activity is undertaken to meet the following Project Milestones by the specified date.

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Activity Schedule		
Project Milestone Number	Project Milestone	Due Date
	[enter project milestone]	[insert date]
	[enter project milestone]	[insert date]
	[enter project milestone]	[insert date]

C2. The NBA may in its sole discretion extend the Completion Date or any of the Project Milestone due dates specified in item C1, for a period of up to 6 months, on the same terms and conditions of this Agreement, by giving written notice to the Grantee prior to the Completion Date.

D. Payment of the Grant

D1. The total amount of the Grant is [enter amount] (GST excl).

D2. 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.

D3. The Grantee's nominated bank account into which the Grant is to be paid is:

BSB: [insert details]

Account No: [insert details]

D4. 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.

Payment Milestone Number	Payment Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
1	[Enter milestone] (x %)	[Enter date]	[Enter amount]	[Enter amount]0	[Enter amount]
2	[Enter milestone] (x %)	[Enter date]	[Enter amount]	[Enter amount]	[Enter amount]
[final milestone number]	[Enter milestone] (x %)	[Enter date]	[Enter amount]	[Enter amount]	[Enter amount]
	Total Amount		[Enter amount]	[Enter amount]	[Enter amount]*

*Subject to adjustment for any underspend

D5. Invoicing

D5.1 Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

- (a) meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and contain the following information:

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- (i) the date the invoice is issued;
 - (ii) the name of the Grantee;
 - (iii) the name of this Agreement;
 - (iv) the amount payable, with the GST amount (If applicable) shown separately;
 - (v) details of the Milestones to which the amount payable relates; and
 - (vi) the Grantee's bank account details; and
- (b) be sent to the Commonwealth's email address as set out in Item F.

E. Reporting

- E1. 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:
- (a) [delete if not applicable] a Progress Report must be submitted using the Progress Report template provided at Schedule 3 in accordance with Payment Milestone(s) [Enter milestone numbers];
 - (b) a Completion Report must be submitted to the Commonwealth using the Completion Report template provided at Schedule 3 in accordance with Payment Milestone [Enter final milestone number] or on early cessation of the Activity for any reason; and
 - (c) a signed Grant Expenditure Statement prepared by the Chief Executive Officer or Chief Financial Officer of the Grantee, or a person authorised by the Grantee to execute documents and legally bind it by their execution, confirming that the Grant was spent in accordance with the grant details. The Grant Expenditure Statement must be submitted in accordance with Payment Milestone [enter final milestone number] or on early cessation of the Activity for any reason.
- E2. The Grantee must, as soon as it becomes aware of any of the following, advise the Commonwealth representative of:
- (a) changes to nominated research personnel, or research supervisors;
 - (b) withdrawal of resources, or a substantive research partner or organisation;
 - (c) changes to project timelines;
 - (d) substantive changes to the research aims, objectives or approach;
 - (e) cessation of research (as soon as known by the researchers or the Grantee);
 - (f) any media releases (in advance of such media release); and
 - (g) any unplanned publicity (within one day of such publicity).

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	Program Director
Position	Director Research and Product Review
Postal/physical address(es)	Locked Bag 8430, Canberra ACT 2601, Australia Level 2, 243 Northbourne Ave, Lyneham ACT 2602
Business hours telephone	02 6151 5130
Mobile	-
Fax	-
E-mail	Research@blood.gov.au

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

G. Supplementary terms

G1. Other contributions

Not Applicable

OR

[Where the Grantee or other party is providing other contributions –DELETE IF NOT APPLICABLE]

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

Contributor	Nature of Contribution	Excluding GST	Timing
[Enter contributor]	[Enter nature of contribution e.g. cash or 'in-kind' and provide description]	[Enter amount]	Milestone(s) xx
[Enter contributor]	[Enter nature of contribution e.g. cash or 'in-kind' and provide description]	[Enter amount]	Milestone(s) xx
[Enter contributor]	[Enter nature of contribution e.g. cash or 'in-kind' and provide description]	[Enter amount]	Milestone(s) xx

G1.2 The Grantee agrees to provide, or 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 to undertake the Activity consistent with the following budget:

Expenditure Item	Description	Grant Contributions (excluding GST)	Other Contributions (excluding GST) - Grantee	Other Contributions (excluding GST) - Third Parties	Total Cost (excluding GST)
[Enter Expenditure Item]	[Enter name and description]	[Enter Amount]	[Enter Amount]	[Enter Amount]	[Enter Amount of summed contributions]
		[Enter Amount]	[Enter Amount]	[Enter Amount]	[Enter Amount of summed contributions]
	[Enter name and description]	[Enter Amount]	[Enter Amount]	[Enter Amount]	[Enter Amount of summed contributions]
TOTALS		[Enter Amount of summed contributions]	[Enter Amount of summed contributions]	[Enter Amount of summed contributions]	[Enter Amount of summed contributions]

G3. Record keeping

G3.1 The Grantee agrees to:

- (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

OR [delete this and section remainder of the G4 content below if this option does not apply]

G4.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000 (excluding GST), apart from those listed in Clause G2. Activity Budget.

G4.2 The Grantee agrees to maintain a register of all equipment and assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

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.

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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 or checks

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

(a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described;

(b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth; and

(c) to ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses G8A.1(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

G9. Activity specific legislation, policies and industry standards

The Grantee must conduct the Activity in accordance with the *Australian Code for the Responsible Conduct of Research 2007*, and the *National Statement on ethical conduct in human research, 2007 (updated 2018)*.

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

Not applicable

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. Other terms

G13.1 The Grantee must not commit any part of the Grant for expenditure that is likely to occur after the Completion Date without prior written approval from the Commonwealth.

G13.2 Moneys earned by the Grantee as interest on the Grant are deemed to form part of the Grant for all purposes of this Agreement and must be used and dealt with by the Grantee accordingly.

G13.3 The Grantee acknowledges that:

- (a) the Reporting Material may be provided by the Commonwealth to the Jurisdictional Blood Committee; and
- (b) the Commonwealth may include information concerning the Activity, including information from the Reporting Material, in publicly available material produced by the Commonwealth (subject to prior consultation with the Grantee where possible).

[Where the Grant is provided for a Scholarship Grant add G13.4 below –DELETE IF NOT APPLICABLE]

G13.4 In relation to the individual researcher who is to be the recipient of a Scholarship Grant, the Grantee agrees to:

- (a) ensure that the researcher signs a researcher acknowledgement as specified in Schedule 2 prior to the commencement of the Activity and the payment of any part of the Grant;
- (b) ensure proper academic supervision of the researcher in respect of the Activity;
- (c) ensure the researcher applies the Grant only for the purpose of the Activity in accordance with this Agreement.

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by National Blood Authority	
Name: (print)	.....
Position: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

[Signature table for company (delete table where applicable)]

Grantee:

Signed by [trading or business name] ([ABN]) in accordance with section 127 of the Corporations Act 2001	
Name of Director: (print)	.....
Position: (print)	.....
Signature and date:	.....
Name of Director/Company Secretary: (print)	.....
Signature and date:	.....

[Signature table for Non-company (delete table where applicable)]

Grantee:

Signed for and on behalf of [insert name of Grantee]	
Name: (print)	.....
Position: (print)	.....
Signature and date:	.....
Witness Name: (print)	.....
Signature and date:	.....

Commonwealth General Grant Conditions

Schedule 1

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 (www.nationalredress.gov.au) 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 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.

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:

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(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.

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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:

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

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(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.

(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) 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

Commonwealth General Grant Conditions

Schedule 1

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

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

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

(a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

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

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

21. Survival

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

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

Commonwealth General Grant Conditions

Schedule 1

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports; but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

[Add from Grant application]

National Blood Sector R&D Program - PROGRESS REPORT

Project ID and Title:

Report Date:

Report for Milestone: [enter Milestone number]

Milestones

Milestone Number	Project Milestone	Planned Completion Date	% Complete at time of report	Actual Completion Date	Key achievements during reporting period	Key challenges and corrective actions

Finances (Please enter financial data for the entire project to date as a single line for the current milestone)

Milestone number	Budget		Receipts to date			Expenditure	Variance
	Total project budget	Expected budget to date	Cash received from NBA Grant	Cash received from other contributors	In-kind received	Expenditure to Date	Expenditure less receipts to date

Report Template [delete if progress Report not required]

Schedule 3

Milestone number	Budget		Receipts to date			Expenditure	Variance
	Total project budget	Expected budget to date	Cash received from NBA Grant	Cash received from other contributors	In-kind received	Expenditure to Date	Expenditure less receipts to date
Please comment on any unexpected financial changes and their impact							

Risks

Risk Number	Risk Description	Mitigation Strategy	Comment on residual risk after mitigation

Add more rows as required.

Please scan and email completed form to Research@blood.gov.au

National Blood Sector R&D Program - COMPLETION REPORT

Project ID and Title:

Report Date:

1. Achievement against Project Objectives

Describe the research project's achievement against each of your study's objectives. If objectives have not been achieved wholly or partly, please describe what hindered the achievement of the objective and the actions you took to overcome these obstacles.

2. Financial outcomes

Please attach to this Completion Report a signed Grant Expenditure statement prepared by the Chief Executive Officer, Chief Financial Officer of the Grantee, or a person authorised by the Grantee to execute documents and legally bind it by their execution, confirming that the Grant was spent in accordance with the Grant Details, as required under clause E1(c) of the Grant Details.

Please note that:

- Grant expenditure may be subject to audit and records should be kept in accordance with Funding Agreement clause G3. Record Keeping.
- The final payment may be adjusted if any amount of the Grant is additional to the requirements of the Activity.

3. Project summary and findings (Note: this will be uploaded to NBA website)

Please provide a detailed description of your projects's findings in lay terminology for publishing to the website. 200words max.

4. Lessons learned

Please describe the strengths and weaknesses of your study and provide details of lessons for future projects.

5. Publications and presentations

Please list the journal article publications based on the findings of this work. Please indicate their status (planned, in draft, under review, submitted, in-press, published).

Please indicate the conferences to which you have submitted abstracts and their status (i.e. accepted, oral presentation / poster presentation)

Please list any invitations for oral presentations where you have or plan to present the findings of this research.

6. Unanticipated effects

Please comment on any unanticipated or unintended effects such as changes in clinical or administrative practice beyond your *a priori* outcomes measures that were temporally associated with the conduct of your research.

7. Project management performance

Please describe:

- your management of Governance and Ethics requirements;
- contributions, from the research team and partner organisations;
- risk management – a summary of risks and how they were managed;
- performance against project timelines; and
- details of the final expenditure of the Grant and any other Contributions against each expenditure item in the Activity budget.

8. Feedback on R&D Program

Please provide feedback on the grant's administration (e.g. grant communications, application form/process, grant administration, reporting). Suggestions for improvement are welcomed.

SIGNATURE:

Name: _____

Position: _____

Signature: _____

Date: _____