



Australian Government
Great Barrier Reef
Marine Park Authority

Commonwealth Grant Agreement
between the Commonwealth represented by
Great Barrier Reef Marine Park Authority
and
(insert Grantee)

TEMPLATE ONLY

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Commonwealth General Grant ConditionsSchedule 1

TEMPLATE ONLY

Grant Agreement Reef Guardian Research Grant 2018

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] (this can be determined by undertaking a search of the company and business names at www.abr.business.gov.au)
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:

Great Barrier Reef Marine Park Authority
2-68 Flinders Street
ABN 12 949 356 885

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 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.

TEMPLATE ONLY

Grant Details Reef Guardian Research Grant 2018

The Reef Guardian Research Grant 2018 promotes the objective of the GBRMPA and therefore supports the ordinary services and functions of government which establishes the authority to pay under the *Public Governance and Accountability Act 2013*

A. Purpose of the Grant

The purpose of the Grant is to provide post-graduate students (studying towards a doctorate or master's degree at an Australian university/institution) with funding to support research projects that are directly relevant to the planning and management of the Great Barrier Reef Marine Park and World Heritage Area. The Grant will assist the post-graduate student to undertake research that directly addresses the knowledge gaps identified in the Great Barrier Reef Marine Park Authority's [Science Strategy and Information Needs 2014-2019](#).

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee dated **[insert date]** Reef Guardian Research Grant 2018

The Grant is being provided as part of the Reef Guardians Grants program.

B. Activity

[You should include a detailed description of the Activity linked to relevant key performance indicators. If appropriate, this can be structured using 'milestones' or 'stages' - particularly if the Grant is to be paid in instalments or where the Grantee will be required to provide any reporting of the Activity (whether performance or financial). The details of any reports required as part of the Activity should be included at Item E below. If appropriate, you should include details of anything that is not part of the Activity and therefore not able to be covered by the expenditure of the Grant.]

This Agreement provides for the activities outlined in the Application form – Proposal for Reef Guardian Research Grant 2018 **[insert details]**

C. Duration of the Activity

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

Activity Schedule	
Milestone	Due Date
Return of signed agreement	[insert date]
Progress report	[insert date]
Grant Fund to be expended	
Research report and financial statement submitted in accordance with Item E and accepted by GBRMPA	[insert date]

D. Payment of the Grant

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

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)
Return of signed agreement	[insert date]	[\$insert amount]	[\$insert amount]	[\$insert amount]
Total Amount		[\$insert amount]	[\$insert amount]	[\$insert amount]

Grant monies that are not spent by **[insert date]** must be repaid to the Commonwealth by **[insert date]**. The Grantee may request, in writing, approval from the Commonwealth to carry forward monies not spent by **[insert date]**. The Grantee must receive written approval from the Commonwealth to carry forward unspent monies.

Invoicing

- **The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.**
- **[insert RCTI details]**

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:

- A brief Progress Report on the Grant Activity is to be provided to the Commonwealth representative by **[insert date]**. The Progress Report should give a concise summary of the progress of the activity listing key achievements made to date.
- A brief Research Report on the Grant Activity is to be provided to the Commonwealth representative by **[insert date]**. The report should give a concise summary of the key achievements and findings of the research program and their relevance of the outcomes to the management of the Great Barrier Reef Marine Park. An electronic copy of the report must be submitted to the Agency and the Report may be published by the Agency. The Research Project Report must be signed off by the Grantee's Head of the Australian institution/university or appropriate delegated officer.
- A Financial Statement on the expenditure of the Grant funds is to be provided to the Commonwealth representative by **[insert date]**. The Financial Statement must outline the receipt and expenditure of the Grant funds and state that all funds received have been expended solely upon the approved Activity in line with the Agreement. The Financial Statement must be signed and endorsed by the Head of the Australian institution/university or appropriate delegated officer.

- A Presentation on the Research Project, which includes relevant illustrative material, is to be provided to the Commonwealth Representative. The Presentation should give a concise summary of the key achievements and findings of the research program and their relevance of the outcomes to the management of the Great Barrier Reef Marine Park. An electronic copy of the presentation must be submitted to the Agency.
- Where the Grantee produces or publishes a book, thesis, article, newsletter or other literary or artistic work which relates to the Activity (Activity Material), the Grantee must:
 - acknowledge the support of the Commonwealth of Australia (represented by the Great Barrier Reef Marine Park Authority) in the publication; and
 - forward a copy of the published material to the Commonwealth Representative as soon as practicable.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	<i>insert details</i>
Position	<i>insert details</i>
Postal/physical address(es)	<i>insert details</i>
Business hours telephone	<i>insert details</i>
Mobile	<i>insert details</i>
Fax	<i>insert details</i>
E-mail	<i>insert details</i>

Great Barrier Reef Marine Park Authority representative and address

Name of representative	<i>insert details</i>
Position	<i>insert details</i>
Postal/physical address(es)	<i>insert details</i>
Business hours telephone	<i>insert details</i>
Mobile	<i>insert details</i>
Fax	<i>insert details</i>
E-mail	<i>insert details</i>

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

A Marine Parks Research Permit will generally be required if you plan to undertake research in the Marine Park. Please visit the webpage <http://www.gbrmpa.gov.au/zoning-permits-and-plans/permits> for further information and application forms

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Great Barrier Reef Marine Park Authority	
Name: (print) Position: (print) Signature and date:
Witness Name: (print) Signature and date:

[Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.]

Grantee:

[If Grantee is an Individual]

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

[OR]

[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:

[insert date e.g. month/year]

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Director/Company Secretary Name: (print) Signature and date:	
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[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 - note that each partner should execute, add extra rows as required]

Full legal name of the Grantee:	<i>[insert name of partnership and any ABN]</i>
Partner's Name: (print) Signature and date:	
Witness 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 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required 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.

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 remains responsible for compliance with 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 Grant Details.

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.

11. Record keeping

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

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

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

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

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 Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **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.
- **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.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting 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.