



Attorney-General's Department

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL
Program Schedule ID:	4-B0SGMDQ

Deed of Variation in relation to the Support for Specialist Family Violence Legal Services program

1. Date

This Deed is made on 29 July 2021.

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Attorney-General's Department, ABN 92 661 124 436 (the 'Commonwealth'); and
2. Legal Aid Commission of Western Australia, ABN 96 166 412 580 (the 'Grantee').

3. Context

- A. The Parties have a current agreement under which the Commonwealth gave a Grant to the Grantee for the Support for Specialist Family Violence Legal Services program (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the Terms and Conditions contained in this Deed.

Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

For Activity ID: 4-B0SGMO1 – Family Violence and Cross-examination of Parties Scheme:

At Item D – Payment of the Grant:

1. Replace the total amount of the Grant with \$2,554,839.00
2. Replace the 2021-22 financial year in the break down table with the following:

Financial Year	Amount * (excl. GST)
2021-2022	\$689,798.00

3. Replace the Payment milestones from 14 July 2021 with the following:

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Additional payment of 2021-22 funds	16 August 2021	\$394,182.00	\$0.00	\$394,182.00
Half yearly payment of 2021-22 funds	1 December 2021	\$147,808.00	\$0.00	\$147,808.00
Half yearly payment of 2022-23 funds	12 July 2022	\$150,043.00	\$0.00	\$150,043.00
Half yearly payment of 2022-23 funds	1 December 2022	\$150,043.00	\$0.00	\$150,043.00
Total Amount		\$2,554,839.00	\$0.00	\$2,554,839.00

5. Entire agreement and interpretation

5.1 The Parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.

5.2 This Deed and the Agreement, when read together, contain the entire agreement of the Parties with respect to the Parties' rights and obligations under the Agreement.

5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Signatures

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL
Program Schedule ID:	4-B0SGMDQ

Executed as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Attorney-General's Department, ABN 92 661 124 436 in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

.../.../...

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

.../.../...

Signed, sealed and delivered by Legal Aid Commission of Western Australia, ABN 96 166 412 580 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

KAREN O'SULLIVAN, DIRECTOR

Ka Sullivan

(Name and position held by Signatory)

(Signature)

12.1.8.21

A / CHIEF FINANCE OFFICER, IDA BAI

Ida Bai

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

12.1.08.21

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. If requested by you, the words 'as trustee of the XXX Trust' could be included at the end of the name.



Australian Government

Attorney-General's Department

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL
Program Schedule ID:	4-B0SGMDQ

Deed of Variation in relation to Family Relationships Services Program

1. Date

This Deed is made on 5 January 2021.

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Attorney-General's Department, ABN 92 661 124 436 (the 'Commonwealth'); and
2. Legal Aid Commission of Western Australia, ABN 96 166 412 580 (the 'Grantee').

3. Context

- A. The Parties entered in an agreement on 19-Jun-19 under which the Commonwealth gave a Grant to the Grantee for Family Relationships Services Program (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the Terms and Conditions contained in this Deed.

4. Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

For Activity ID: 4-B0SGMO1 – Family Violence and Cross-examination of Parties Scheme

At Item D. Payment of the Grant:

1. Replace the total amount of the Grant with \$2,160,657.00.
2. Replace the 2020-2021 Financial Year amount with \$971,952.00.
3. Add the following milestone to the payment milestone table:

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Additional payment of 2020-21 funds	On Execution	\$454,104.00	\$0.00	\$454,104.00

5. Entire agreement and interpretation

5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.

5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.

5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Signatures


Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL
Program Schedule ID:	4-B0SGMDQ

Executed as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Attorney-General's Department, ABN 92 661 124 436 in the presence of:

JENNIFER RAFFEN

(Name of Departmental Representative)



(Signature of Departmental Representative)

6.1.1.21

ASSISTANT DIRECTOR

(Position of Departmental Representative)

CHRISTOPHER WILLIAMS

(Name of Witness in full)



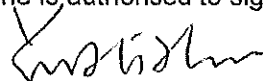
(Signature of Witness)

6.1.1.21

Signed, sealed and delivered by Legal Aid Commission of Western Australia, ABN 96 166 412 580 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

Yuzhi Zhou A/CFO

(Name and position held by Signatory)



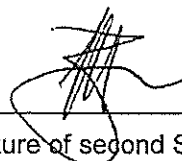
(Signature)

6.10.1.2021

Colleen Brown

(Name and position held by second Signatory/Name of Witness)

Director Client Services Division



(Signature of second Signatory/Witness)

6.10.1.2021

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. If requested by you, the words 'as trustee of the XXX Trust' could be included at the end of the name.



Australian Government

Attorney-General's Department

Deed of Variation in relation to Agreement ID 4-B0SGMCL

1. Date

This Deed is made on 26 June 2020.

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Attorney-General's Department, ABN 92 661 124 436 (the 'Commonwealth'); and
2. Legal Aid Commission of Western Australia, ABN 96 166 412 580 (the 'Grantee').

3. Context

- A. The Parties entered in an agreement on 1 July 2019 under which the Commonwealth gave a Grant of \$1,479,851.00 GST exclusive to the Grantee for Family Violence and Cross Examination of Parties Scheme – ID 4-B0SGMCL (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the Terms and Conditions contained in this Deed.

4. Amendments

With effect from 26 June 2020 the Agreement is amended:

1. **Replace** the total amount of the Grant at **Item D – Payment of the Grant** with \$1,706,553.00 (GST exclusive).
2. **Replace** the 2020-21 Financial Year amount at **Item D – Payment of the Grant** with \$517,848.00.
3. **Replace** the payment milestone due 14 July 2020 at **Item D – Payment of the Grant** with the following:

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Half yearly payment of 2020-21 funds	14 July 2020	\$372,275.00	\$0.00	\$372,275.00

5. Entire agreement and interpretation

- 5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Signatures

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL

Executed as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Attorney-General's Department, ABN 92 661 124 436 in the presence of:

Jennifer Raffin

(Name of Departmental Representative)



(Signature of Departmental Representative)

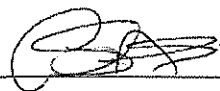
30/06/2020

Assistant Director

(Position of Departmental Representative)

Christopher Williams

(Name of Witness in full)



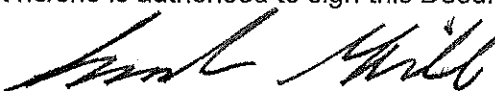
(Signature of Witness)

30/06/2020

Signed, sealed and delivered by Legal Aid Commission of Western Australia, ABN 96 166 412 580 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

Graham Hill Director

(Name and position held by Signatory)



(Signature)

30/06/2020

Lee Baker Director, Business

(Name and position held by second Signatory/Name of Witness) *Source*



(Signature of second Signatory/Witness)

30/06/2020

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



Australian Government
Attorney-General's Department
Families and Legal System Division

18/8504

18 June 2020

Ms Colleen Brown
Director, Client Services
Legal Aid Commission of Western Australia
Colleen.Brown@legalaid.wa.gov.au

Dear Ms Brown

Variation of Grant Agreement – 4-B0SGMCL – Family Violence and Cross-Examination of Parties Scheme.

The Commonwealth of Australia, represented by the Attorney-General's Department, and the Legal Aid Commission of Western Australia have a Simple Grant Agreement in place for the Family Violence and Cross-examination of Parties Scheme.

The purpose of the agreement is to fund the Legal Aid Commission of Western Australia to provide representation to parties subject to the ban on direct cross-examination in family law proceedings. A variation to this agreement is proposed to provide an additional \$48,260 (GST Exclusive) to the Legal Aid Commission of Western Australia.

Under the terms set out in clause 7 of Commonwealth General Grant Conditions of the Grant Agreement, a variation to the Grant Agreement must be agreed in writing and signed by both parties. The purpose of this letter is to vary the Agreement to adjust the budget to reflect the additional funding allocation, as per the following proposed amendments:

Amendment 1: D. Payment of the Grant – total amount

Delete

The total amount of the Grant is \$1,431,591 (GST exclusive).

Replace with the following:

The total amount of the Grant is \$1,479,851 (GST exclusive).

Amendment 2: D. Payment of the Grant – 2019-20 financial year amount

In the table on page 6, for the 2019-20 financial year amount:

Delete

Financial year	Amount* (excl. GST)
2019-20	\$544,743

Replace with the following

Financial year	Amount* (excl. GST)
2019-20	\$593,003

Amendment 3:D. Payment of Grant – Add additional payment milestone

In the table on page 6, add an additional payment milestone:

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (inc. GST)
Additional payment upon execution of variation agreement	June 2020, upon receipt of invoice.	\$48,260	\$0.00	\$48,260

Amendment 4:D. Payment of Grant – amend total in payment milestone table

In the table on page 6 setting out payment milestones

Delete

Milestone	Anticipated date	Amount (excl. GST)	GST	Total
Total amount			\$0.00	\$1,431,591

Add

Milestone	Anticipated date	Amount (excl. GST)	GST	Total
Total amount			\$0.00	\$1,479,851

To confirm your acceptance of the proposed variation to the Grant Agreement, please sign and date this letter at **Attachment A** and return to Anna Higgins, Assistant Director, Family Safety Branch at anna.higgins@ag.gov.au.

Once the letter of variation has been countersigned, you will be provided with a copy for your records. This should be kept with the original Grant Agreement. Please provide an invoice for payment on receipt of the counter-signed agreement.

All the terms and conditions set forth in the Grant Agreement, except those expressly amended by this letter of variation, shall remain valid in accordance with their original terms.

Please contact Anna Higgins on 02 6141 3019 if you have any queries in relation to this letter.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Alex Mathews', with a long horizontal stroke extending to the right.

Alex Mathews
Assistant Secretary
Family Safety Branch


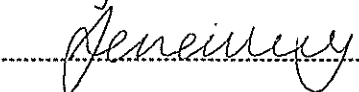
Approval of variation to the Grant Agreement

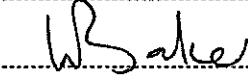
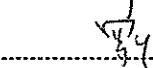
The variation to the Grant Agreement as outlined at pages one and two of this notification letter have been approved by both parties in writing.

The parties agree that:

- (a) The terms in this letter of variation with initial capital letters have the same meaning as they have in the Grant Agreement, and
- (b) This variation is to be read alongside the Grant Agreement executed on 18 June 2019 (Attachment B) and subsequent variations thereof.

SIGNED BY

For and on behalf of the Commonwealth of Australia, as represented by the Attorney-General's Department	
Name: (print)	Cameron Gifford
Position: (print)	First Assistant Secretary
Signature and date:	 22.06.2020
Witness Name: (print)	Jayde Crumley
Signature and date:	 22.06.20

Signed for and on behalf of the Legal Aid Commission of Western Australia ABN 96 166 412 580	
Name: (print)	Lee Baker
Signature and date:	 19/6/20
Witness Name: (print)	Lucy Luo
Signature and date:	 19/6/20



Australian Government

Attorney-General's Department

**Commonwealth
Simple Grant Agreement**

between
the Commonwealth represented by
Attorney-General's Department
and
Legal Aid Commission of Western
Australia

Grant Agreement 4-B0SGMCL

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	Legal Aid Commission of Western Australia
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Non-corp State/Territory Stat Auth
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	96 166 412 580
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	32 St Georges Terrace, PERTH WA 6000
Relevant business place (if different)	
Telephone	08 9261 6222
Fax	08 9325 5430
Email	info@legalaid.wa.gov.au

The Commonwealth

The Commonwealth of Australia represented by Attorney-General's Department
Robert Garran Offices 3-5 National Circuit, BARTON ACT 2600
ABN 92 661 124 436

Background

The Commonwealth has agreed to enter into 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.

Grant Details

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL
Schedule ID:	4-B0SGMDQ

A. Purpose of the Grant

The purpose of the Grant is to:

fund legal aid commissions (LACs) to represent parties subject to the ban on direct cross-examination in family law proceedings.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Family Relationships Services Program program.

Family Violence and Cross-examination of Parties Scheme - 4-B0SGMO1

B. Activity

The legal aid commissions (LACs) will provide legal representation to parties subject to the ban on direct cross-examination under the measures in Division 4 of Part XI of the *Family Law Act 1975* (the Act) (as amended by the *Family Law Amendment (Family Violence and Cross-examination of Parties) Act 2018*) and under any equivalent measures in the *Family Court Act 1997* (WA).

Representation will be for the hearing in which cross-examination is to occur, including the necessary preparatory work for that hearing.

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the Department as specified in Item E. Once mutually agreed, the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Legal Aid Commission of Western Australia	32 St Georges Terrace PERTH WA 6000

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	State/Territory (2016)	Western Australia

C. Duration of the Grant

The Activity starts on 1 July 2019.

The Activity (other than the provision of any final reports) ends on 30 June 2023, which is the Activity's Completion Date.

The Agreement ends on 30 November 2023 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is \$1,150,590.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2019-2020	\$263,742.00
2020-2021	\$291,146.00
2021-2022	\$295,616.00
2022-2023	\$300,086.00

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

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:

BSB Number	066-040
Financial Institution	Perth Level 14 300 Murray Street CBA
Account Number	14000033
Account Name	Legal Aid Operating Account

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

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Half yearly payment of 2019-20 funds	9 July 2019	\$131,871.00	\$0.00	\$131,871.00
Half yearly payment of 2019-20 funds	2 December 2019	\$131,871.00	\$0.00	\$131,871.00
Half yearly payment of 2020-21 funds	14 July 2020	\$145,573.00	\$0.00	\$145,573.00
Half yearly payment of 2020-21 funds	1 December 2020	\$145,573.00	\$0.00	\$145,573.00
Half yearly payment of 2021-22 funds	13 July 2021	\$147,808.00	\$0.00	\$147,808.00
Half yearly payment of 2021-22 funds	1 December 2021	\$147,808.00	\$0.00	\$147,808.00
Half yearly payment of 2022-23 funds	12 July 2022	\$150,043.00	\$0.00	\$150,043.00
Half yearly payment of 2022-23 funds	1 December 2022	\$150,043.00	\$0.00	\$150,043.00
Total Amount		\$1,150,590.00	\$0.00	\$1,150,590.00

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.

Taxes, duties and government charges

GST Provisions – you are a Government Related Entity

D.1 In this clause:

- (a) the term 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) the terms 'supply', 'supplier', 'taxable supply', 'tax invoice', 'GST', 'input tax credit' and 'decreasing adjustment' have the same meaning as given in the GST Act; and
- (c) 'receiver of the supply' has the same meaning as the term 'recipient' has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

- (a) the parties are both 'government related entities' as defined in the GST Act; and either:
 - (b) the payment of the Grant:
 - (i) is covered by an appropriation under an Australian law; and
 - (ii) is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or
 - (c) the payment of the Grant is a kind of payment specified in regulations made for the purposes of s.9-17 of the GST Act.

D.3 On the basis of the matter described in clause D.2, the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

D.4 You must 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 clause.

D.5 If, despite clauses D.2 and D.3, one party ('supplier') makes a taxable supply to the other party ('receiver of the supply') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each Party:

- (a) has quoted its Australian Business Number to the other; and
- (b) must tell the other of any changes to the matters covered by this clause.

D.8 This clause survives the expiry or termination of this Agreement or any aspect of it.

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.

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated between the Parties and captured in an Activity Work Plan as per Item E.2	31 July 2019
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	30 January 2020
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2020
Financial Acquittal Report	Financial Acquittal from 1 July 2019 to 30 June 2020 as per Item E.4	30 October 2020
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	30 January 2021

Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2021
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.4	31 October 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	30 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.4	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	30 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.5	15 August 2023
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed between the Parties as set out in Item E.5	31 October 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.4	31 October 2023

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.5 Other Reports

Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you, on a template or system provided by us. The preferable way to submit the Report would be through the Grant Recipients Services Portal when it becomes available.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with / provided by the Community Grants Hub.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Ms Colleen Brown
Position	Director of Client Services
Postal/physical address(es)	32 St Georges Tce Perth WA 6000
Business hours telephone	08 9261 6429
Mobile	0413 881524
Fax	
E-mail	colleen.brown@legaid.wa.gov.au

Commonwealth representative and address

Name of representative	Samantha Chaplain
Position	CGH – Delivery Contract Manager
Postal/physical address(es)	GPO Box 9820, ADELAIDE SA 5001
Business hours telephone	08 8318 2206
Mobile	Not specified
Fax	Not specified
E-mail	AGD.manage@communitygrants.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.

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0SGMCL


Signatures

Executed as an agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Attorney-General's Department, ABN 92 661 124 436 in the presence of:

JENNIFER RAFFEN

(Name of Departmental Representative)



(Signature of Departmental Representative)

19/06/19

ASSISTANT DIRECTOR

(Position of Departmental Representative)

CHRISTOPHER WILLIAMS

(Name of Witness in full)



(Signature of Witness)

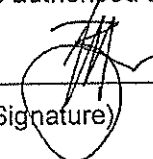
19/06/19

Signed for and on behalf of Legal Aid Commission of Western Australia, ABN 96 166 412 580 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

Colleen Brennan

(Name and position held by Signatory)

Director of Client Services



(Signature)

18/06/19

Lee Baker

(Name and position held by second Signatory/Name of Witness)

Chief Finance Officer



(Signature of second Signatory/Witness)

18/06/19

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

Commonwealth General Grant Conditions

Schedule 1

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.



Australian Government

Attorney-General's Department

**Commonwealth
Simple Grant Agreement**

between
the Commonwealth represented by
Attorney-General's Department
and
Legal Aid Commission of Western
Australia

Grant Agreement 4-B0HYJTU

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	Legal Aid Commission of Western Australia
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Non-corp State/Territory Stat Auth
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	96 166 412 580
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	32 St Georges Terrace, PERTH WA 6000
Relevant business place (if different)	
Telephone	08 9261 6222
Fax	08 9325 5430
Email	Info@legalaid.wa.gov.au

The Commonwealth

The Commonwealth of Australia represented by Attorney-General's Department
Robert Garran Offices 3-5 National Circuit, BARTON ACT 2600
ABN 92 661 124 436

Background

The Commonwealth has agreed to enter into 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.

Grant Details

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0HYJTU
Schedule ID:	4-B0KT9VQ

A. Purpose of the Grant

The purpose of the Grant is to fund legal aid commissions (LACs) to represent parties subject to the ban on direct cross-examination under the *Family Law Act 1975*.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

Family Violence and Cross-examination of Parties Scheme - 4-B0KT9WN

B. Activity

The legal aid commissions (LACs) will provide legal representation to parties subject to the ban on direct cross-examination under the measures in Division 4 of Part XI of the *Family Law Act 1975* (the Act) (as amended by the *Family Law Amendment (Family Violence and Cross-examination of Parties) Act 2018*) and under any equivalent measures in the *Family Court Act 1997* (WA).

Representation will be for the hearing in which cross-examination is to occur, including the necessary preparatory work for that hearing.

The parties acknowledge that the Grantee commenced work in relation to this Agreement, including the performance of the Activity, on 11 March 2019.

The parties agree the terms and conditions of this Agreement apply on and from this date.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Not applicable	Not applicable

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Legal Aid Commission of Western Australia	32 St Georges Terrace PERTH WA 6000

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	State/Territory (2016)	Western Australia

C. Duration of the Grant

The Activity starts on 11 March 2019.

The Activity (other than the provision of any final reports) ends on 30 June 2019, which is the Activity's Completion Date.

The Agreement ends on 31 August 2019 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is \$44,700.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
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2018-2019	\$44,700.00
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*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

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:

BSB Number	066-040
Financial Institution	Perth Level 14 300 Murray Street CBA
Account Number	14000033
Account Name	Legal Aid Operating Account

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

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Full Payment of 2018-19 funds	On Execution	\$44,700.00	\$0.00	\$44,700.00
Total Amount		\$44,700.00	\$0.00	\$44,700.00

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.

Taxes, duties and government charges

GST Provisions – you are a Government Related Entity

D.1 In this clause:

- (a) the term 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) the terms 'supply', 'supplier', 'taxable supply', 'tax invoice', 'GST', 'input tax credit' and 'decreasing adjustment' have the same meaning as given in the GST Act; and
- (c) 'receiver of the supply' has the same meaning as the term 'recipient' has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

- (a) the parties are both 'government related entities' as defined in the GST Act; and either:
 - (b) the payment of the Grant:
 - (i) is covered by an appropriation under an Australian law; and
 - (ii) is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or
 - (c) the payment of the Grant is a kind of payment specified in regulations made for the purposes of s.9-17 of the GST Act.

D.3 On the basis of the matter described in clause D.2, the parties rely on s.9-17 of the GST Act for no

GST being imposed in connection with a supply made under this Agreement.

D.4 You must 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 clause.

D.5 If, despite clauses D.2 and D.3, one party ('supplier') makes a taxable supply to the other party ('receiver of the supply') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each Party:

(a) has quoted its Australian Business Number to the other; and

(b) must tell the other of any changes to the matters covered by this clause.

D.8 This clause survives the expiry or termination of this Agreement or any aspect of it.

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:

Milestone	Information to be included	Due Date
Financial Acquittal Report	Financial Acquittal from 1 July 2018 to 30 June 2019 as per Item E.4	31 July 2019

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

None Specified

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.5 Other Reports

None Specified

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Ms Colleen Brown
Position	Director
Postal/physical address(es)	
Business hours telephone	08 9261 6429
Mobile	
Fax	
E-mail	colleen.brown@legalaid.wa.gov.au

Commonwealth representative and address

Name of representative	Samantha Chaplain
Position	CGH – Delivery Contract Manager
Postal/physical address(es)	GPO Box 9820, ADELAIDE SA 5001
Business hours telephone	08 8318 2206
Mobile	Not specified
Fax	Not specified
E-mail	AGD.manage@communitygrants.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.

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0HYJTU

Signatures

Executed as an agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Attorney-General's Department, ABN 92 661 124 436 in the presence of:

JENNIFER RAFFEN

(Name of Departmental Representative)

J. Raff

(Signature of Departmental Representative)

ASSISTANT DIRECTOR

(Position of Departmental Representative)

3.14.19.

CHRISTOPHER WILLIAMS

(Name of Witness in full)

CRW

(Signature of Witness)

3.14.19.

Signed for and on behalf of Legal Aid Commission of Western Australia, ABN 96 166 412 580 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

Colleen Brown - Director of Client Services

(Name and position held by Signatory)

[Signature]

(Signature)

28.03.19.

Lee Baker - Director of Business Services

(Name and position held by second Signatory/Name of Witness)

LBaker

(Signature of second Signatory/Witness)

28.3.19.

Notes about the signature block

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Commonwealth General Grant Conditions

Schedule 1

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- **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.

G. Supplementary Terms

Organisation ID:	4-DLWSU2
Agreement ID:	4-B0HYJTU
Schedule ID:	4-B0KT9VQ

G1. Other Contributions

Not Applicable

G2. Activity budget

Not Applicable

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

Not Applicable

G6. Access

Not Applicable

G7. Equipment and assets

Not Applicable

G8. Relevant qualifications or skills

G8.1 Child Safety

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; and
- (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.

G9. Activity specific legislation, policies and industry standards

Not Applicable

G9A. Fraud

Not Applicable

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