



Australian Government

Department of the Environment

Australian Antarctic Division

LONG FORM FUNDING AGREEMENT

in relation to the Australian
Antarctic Science Grant
Program - [***Insert project
number and CI***]

Commonwealth of Australia as represented by
the Australian Antarctic Division of the
Department of the Environment
ABN 56 428 630 676 (**Department**)

[***Insert name and ABN of Recipient***]
(**Recipient**)



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Details

Parties

1. Commonwealth of Australia as represented by the **Australian Antarctic Division** of the Department of the Environment ABN 56 428 630 676 (**Department**).
2. **[Insert Recipient name and ABN]** (**Recipient**).

Recitals

- A. The Department is undertaking the Australian Antarctic Science Grant Program (**Program**) with the aims of:
 - (a) supporting high-quality research projects which will make a significant contribution to Australia's Antarctic research program; and
 - (b) providing fair and equitable access for non-government research scientists (primarily Australian university researchers) to government funding for high quality research that efficiently, effectively, economically and ethically contributes to achieving the goals set out in the *Australian Antarctic science strategic plan 2011–12 to 2020–21*, (**Program Aims**).
- B. The Recipient has been approved to receive funding from the Department to carry out the Project in furtherance of the Program Aims on the terms and conditions set out in this Agreement.
- C. In consideration of the Department providing the Funds to the Recipient, the Recipient has agreed to perform the Project in accordance with the terms and conditions of this Agreement.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

ABN	has the same meaning as it has in section 41 of the <i>A New Tax System (Australian Business Number) Act 1999</i> (Cth).
Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Advisers	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
Agreement	this agreement between the Department and the Recipient, as amended from time to time in accordance with clause 22.2, and includes its Schedules and any Annexures.
Agreement Details	Schedule 1.
Agreement Period	the period specified in clause 2.
Annexure	an annexure to this Agreement.
Approval Notice	the written notice provided to the Recipient by the Department advising the Recipient of the Department's 'in principle' and non-binding approval to provide support for the Project.
Approved Application	the Recipient's application for Funds under the Program detailing how the Recipient will conduct and complete the Project, as amended from time to time in accordance with clause 4.2(b), and attached at Annexure B.
Approved Items	the items on which the Funds are to be spent, as specified in the Project Budget.
Asset	any item of tangible property purchased or leased either wholly or in part with the use of the Funds with a value at the time of acquisition of \$5,000 or more, excluding GST.
Audit	an audit carried out by a Qualified Accountant in accordance with the Auditing Standards.
Auditor-General	the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.
Auditor's Report	has the same meaning it has in the Auditing Standards.
Auditing Standards	has the same meaning as it has in sections 9 and 336 of the <i>Corporations Act 2001</i> (Cth), and refers to the

	auditing standards made by the Australian Auditing and Assurance Standards Board.
Australian Antarctic Program Data Policy	the data policy specified in Item 6 of the Agreement Details.
Business Day	in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.
Commencement Date	the date this Agreement is executed by the parties or, if executed on separate days, the date on which this Agreement is executed by the last party to do so.
Commonwealth	the Commonwealth of Australia.
Completion Date	the day after the Recipient has done all that it is required to do under clauses 4 (Conduct of the Project), 5 (Funds) and 9 (Records, Reports and acquittals) of this Agreement to the satisfaction of the Department.
Confidential Information	information that is by its nature confidential; and (a) is designated by a party as confidential; or (b) a party knows or ought to know is confidential, but does not include information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.
Conflict of Interest	any circumstance in which the Recipient or any of the Recipient's Personnel has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Recipient's ability to perform the Project, or its obligations under this Agreement, fairly and independently.
Creator	in relation to a particular Data Product, means the party responsible for creating, developing, generating or deriving that Data Product through any editing, modification, adaptation, redevelopment or other value-adding process carried out using the Data.
Data	the data or other Material (as defined in the Australian Antarctic Program Data Policy) contemplated by Item 2 of the Project Particulars and specified in the Data Management Plan, including data that has been reformatted or converted onto different media or translated into another format.
Data Management Plan	a plan for the identification and management of Data and Data Products, prepared in accordance with the Australian Antarctic Program Data Policy specified in Item 6 of the Agreement Details and approved by the Australian Antarctic Data Centre.
Data Product	a value added product or service derived from or based on the Data contemplated by Item 2 of the Project Particulars and specified in the Data Management Plan.

A Data Product represents a substantial modification of the Data, typically through modelling, statistical analysis, and/or integration with other data sets. Note that calibration, quality-checking, translation to other formats, or other processing steps that could reasonably be expected to be applied to the data in order to make it suitable for practical use do not constitute the creation of a Data Product.

Department the Australian Antarctic Division of the Commonwealth Department of the Environment or any other agency that administers this Agreement from time to time.

Department Material any Material provided to the Recipient by the Department.

Department Representative the person identified in Item 2 of the Agreement Details or such other person as is notified by the Department from time to time.

Electronic Communication has the same meaning as in the *Electronic Transactions Act 1999* (Cth).

Financial Information information relating to the Recipient's receipt, retention and expenditure of the Funds including, at a minimum:

- (a) a balance sheet, an income statement and a cash flow statement in relation to the Funds, including any Project Generated Income;
- (b) a statement identifying any Funds paid by the Department to the Recipient under this Agreement that were not spent or committed by the end of the relevant financial year during the Agreement Period;
- (c) a detailed statement of revenue and expenditure in relation to the Funds received and receivable by the Recipient under this Agreement (including any Project Generated Income), which must include a definitive statement as to whether the Recipient's financial accounts in relation to the Funds are complete and accurate, and a statement of the balance of the bank account referred to in clause 5.5; and
- (d) notes, comprising a summary of significant accounting policies and other explanatory notes that are relevant to the Funds,

prepared in accordance with the Accounting Standards for the relevant financial year and Audited by a Qualified Accountant.

Freedom of Information Commissioner the office of that name established under the *Australian Information Commissioner Act 2010* (Cth) and includes any other person that may, from time to time, perform the functions of that office.

Funds	the amount specified in Item 4.1 of the Project Particulars that is payable by the Department to the Recipient under this Agreement.
GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Information Commissioner	the office of that name established under the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.
Insolvency Event	<p>in respect of a party means:</p> <ul style="list-style-type: none"> (a) if the party: <ul style="list-style-type: none"> (i) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; or (ii) suffers any execution against its assets which has or will have an adverse effect on its ability to perform this Agreement; or (b) if the party is an incorporated entity: <ul style="list-style-type: none"> (i) being insolvent; or (ii) an administrator, liquidator, provisional liquidator, receiver, manager or controller under the <i>Corporations Act 2001</i> (Cth) being appointed to the party; or (iii) an order being made for the winding up of the party; or (c) if the party is an individual: <ul style="list-style-type: none"> (i) being bankrupt; or (ii) entering into a scheme of arrangement with creditors; or (iii) a mortgagee's or a chargee's agent being appointed.
Intellectual Property Rights	<p>all intellectual property rights, including the following rights:</p> <ul style="list-style-type: none"> (a) copyright, patents, rights in circuit layouts, trade marks, designs, trade secrets, know how, domain names and any right to have Confidential Information kept confidential; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, <p>whether or not such rights are registered or capable of being registered.</p>

Interest	means interest calculated at the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) plus 20 basis points.
Item	an item in a Schedule to this Agreement.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government.
Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone	any fixed date to be met by the Recipient in performing any of its obligations under this Agreement, as specified in the Milestone Schedule.
Milestone Schedule	means the Milestone schedule set out in the table in Schedule 3.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
Ombudsman	the office of that name established under the <i>Ombudsman Act 1976</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.
Open Access Licence	a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the Material subject to certain restrictions. An Open Access Licence includes any Australian Government open access licence and any creative commons attribution licence (see http://creativecommons.org.au).
Other Contributions	the other contributions made or being made towards the Project (excluding Recipient's Contributions) as specified in the Project Budget.
Personal Information	information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about a natural person whose identity is apparent, or can

	reasonably be ascertained, from the information or opinion.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Recipient, of a subcontractor.
Privacy Act	the <i>Privacy Act 1988</i> (Cth).
Privacy Commissioner	the office of that name established under the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.
Program	the program referred to in the Recitals.
Project	the project described in the Project Particulars.
Project Budget	the budget detailing the Approved Items on which the Funds may be spent, and identifying the Recipient's Contributions and Other Contributions (if any) to the Project and the proposed expenditure of such amounts for the purposes of conducting the Project and otherwise performing obligations under this Agreement, attached at Annexure A of this Agreement.
Project Generated Income	any income earned or generated by the Recipient from its use of the Funds, including interest earned from the investment of the Funds, but does not include income earned or generated from the use of the Assets.
Project Material	any Material created by the Recipient for the purpose of or as a result of performing its obligations under this Agreement but does not include Data Products or Data.
Project Objectives	the Project objectives set out in the Approved Application.
Project Particulars	Schedule 2.
Project Period	the period specified in Item 3 of the Project Particulars.
Qualified Accountant	a person who is a member of the Institute of Chartered Accountants in Australia or of CPA Australia.
Recipient	the party specified in Item 3 of the Agreement Details and includes its Personnel.
Recipient Material	any Material created by the Recipient or a third-party prior to the Commencement Date and provided by the Recipient to the Department as part of the Project (including as part of the Project Material).
Recipient Representative	the person identified in Item 4 of the Agreement Details or such other person as is notified by the Recipient from time to time.
Recipient's Contributions	the contributions made or to be made towards the Project by the Recipient, as specified in the Project Budget.

Reports	the reports that the Recipient is required to produce and provide to the Department in accordance with clause 9.
Schedule	a schedule to this Agreement.

1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) the meaning of general words is not limited by specific examples introduced by 'for example' or similar expressions;
- (d) a reference to a clause, paragraph, Schedule or Annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (g) a reference to time is to the time in the place where the obligation is to be performed;
- (h) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) if the Recipient is a trustee, the Recipient enters this Agreement personally and in its capacity as trustee and:
 - (i) any warranties given under this Agreement are given in both capacities; and
 - (ii) warrants that it has the power to perform its obligations under this Agreement;
- (k) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (o) to the extent that the parties have not completed any Item in a Schedule that Item will be taken to be 'not applicable' for the purpose of this Agreement, unless otherwise stated.

1.3 Priority of Agreement documents

If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) the Australian Antarctic Program Data Policy;
- (b) the Data Management Plan;
- (c) clauses 1 to 22 of this Agreement;
- (d) the Agreement Details;
- (e) the Milestone Schedule;
- (f) the Project Particulars;
- (g) the Project Budget;
- (h) the Approved Application; and
- (i) documents incorporated by reference in this Agreement.

2. Agreement Period

This Agreement commences on the Commencement Date and, unless terminated earlier, expires on the Completion Date.

3. Warranties and representations

3.1 Recipient warranties and representations

The Recipient represents and warrants to the Department that:

- (a) it has all rights, title, licences, interests, property and regulatory approvals necessary to lawfully perform the Project;
- (b) it has, or is able to obtain, the written consent of any organisation that it will partner with or represent on the Project, including traditional owners (if relevant);
- (c) it has not received funding through other initiatives or programs for substantially the same activities to be undertaken for the Project;
- (d) it has no overdue reports or acquittals, under any contractual or statutory arrangement for funding with the Department for the purposes of the Australian Antarctic Program;
- (e) it has full power and authority to enter into, perform and observe its obligations under this Agreement;
- (f) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Recipient; and
- (g) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened which, if adversely decided, could have an adverse effect on the Recipient's ability to perform its obligations under this Agreement.

3.2 Recipient acknowledgement

The Recipient acknowledges that the Department, in entering into this Agreement, is relying on the warranties and representations contained in this Agreement.

4. Conduct of the Project

4.1 Obligation to perform the Project

In consideration of the provision of the Funds, the Recipient must perform the Project:

- (a) consistently with, and in furtherance of, the Program Aims;
- (b) within the Project Period;
- (c) in accordance with the Project Budget;
- (d) in accordance with all applicable Laws;
- (e) without limiting clause 4.1(d), in accordance with Commonwealth policies and specific requirements specified in Item 5 of the Agreement Details;
- (f) so as to collect, create or develop the Data and Data Products in accordance with the Data Management Plan, and otherwise in accordance with the Australian Antarctic Program Data Policy;
- (g) so as to meet the Milestones (by achieving the criteria for completion of the relevant Milestone specified in the Milestone Schedule, if any) and other Approved Application requirements, and where no Milestones or Approved Application requirements are specified, promptly and without delay;
- (h) so as to make best efforts to deliver the Project Objectives and meet all reporting requirements, in accordance with the requirements of this Agreement; and
- (i) otherwise in accordance with the provisions of this Agreement.

4.2 Approved Application

- (a) The Recipient must, in accordance with this Agreement, ensure that all timeframes arising under this Agreement are met.
- (b) Subject to clause 1.3, the Recipient must perform the Project in accordance with the Approved Application and must not make any amendments to the Approved Application, unless pre-approved in writing by the Department.
- (c) For the avoidance of doubt, the Department's approval of the Approved Application does not in any way limit the Recipient's responsibility for the performance of its obligations under this Agreement and any consequences of that performance.

4.3 Approved Items

- (a) Subject to clause 4.3(b), the Recipient must only spend the Funds on the Approved Items, and must not spend the Funds on any item other than an Approved Item unless approved in writing by the Department.
- (b) The Recipient may transfer the amount of Funds specified in the Project Budget for particular Approved Items between Approved Items without the consent of the Department.
- (c) For the avoidance of doubt, the Department's approval of the Approved Items or any amendment to the Approved Items does not in any way limit the Recipient's obligations under this Agreement.

4.4 Management of Conflicts of Interest

- (a) The Recipient warrants, to the best of its knowledge, as at the Commencement Date, that no Conflict of Interest exists or is likely to arise in the performance of the Recipient's obligations under this Agreement.

- (b) If during the Agreement Period, a Conflict of Interest arises, or appears likely to arise, the Recipient must:
 - (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps the Recipient proposes to take to resolve or otherwise deal with the Conflict of Interest; and
 - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.

4.5 Personnel

The Recipient must:

- (a) ensure that the Personnel of the Recipient will perform work in relation to the Project in accordance with this Agreement; and
- (b) where required to do so by the Department, promptly provide information to the Department regarding the qualifications and / or performance of any Personnel of the Recipient in relation to the Project.

4.6 Appointment of subcontractors

- (a) The Recipient is responsible for the performance of its responsibilities under this Agreement regardless of whether the Recipient has subcontracted any of its obligations.
- (b) In respect of all subcontracts entered into for the Project, the Recipient must ensure that:
 - (i) the subcontract facilitates compliance by the Recipient with its obligations under this Agreement;
 - (ii) the subcontract will not conflict with or detract from the rights and entitlements of the Department under this Agreement;
 - (iii) the other party to the subcontract is financially viable, has the necessary relevant expertise and the appropriate types and amounts of insurance to perform the work in relation to the Project;
 - (iv) the subcontract contains all the relevant terms of this Agreement including those relating to warranties, subcontracting, access to premises and records, intellectual property, privacy, confidentiality, indemnities and termination and in particular that the Recipient has or will secure itself a right to terminate the subcontract on terms no less favourable than those accorded to the Department by clause 19, in the event of this Agreement being terminated; and
 - (v) the other party to the subcontract acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976* (Cth) and subject to investigation by the Ombudsman under that Act, and that the Department will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of the subcontract or the subject matter of this Agreement.
- (c) The Recipient must not enter into a subcontract under this Agreement with a subcontractor that is currently named as not complying with the *Workplace Gender Equality Act 2012* (Cth).
- (d) If requested, the Recipient must promptly provide to the Department a copy of any contract relating to the Project.

4.7 Liaison

- (a) The Recipient must liaise with and report to the Department's Representative in relation to the Project, and as required by the Department's Representative for the purposes of this Agreement.
- (b) Upon request, the Recipient must within the timeframe stipulated in the request, or promptly if no timeframe is stipulated in the request, provide all information in relation to the Project or the Recipient as requested by the Department's Representative for the purposes of this Agreement, including for monitoring and evaluation purposes.

4.8 Delay

- (a) Without limiting its obligations under clause 4.1, the Recipient must take all reasonable steps to minimise delay in undertaking or completing the Project.
- (b) If the Recipient anticipates any delay in performing its obligations under this Agreement, it must notify the Department of that delay:
 - (i) if a force majeure event has or is likely to occur, in accordance with clause 17; or
 - (ii) otherwise in accordance with clause 19.2.

5. Funds

5.1 Payment of the Funds

- (a) Subject to:
 - (i) Parliamentary appropriation;
 - (ii) the provisions of this Agreement; and
 - (iii) the Recipient providing a correctly rendered tax invoice to the Department for the Funds in accordance with the requirements specified in the Project Particulars,

the Department agrees to pay to the Recipient the Funds in accordance with the Milestone Schedule.
- (b) Notwithstanding any other clause of this Agreement the Department may defer, reduce or not make a payment of Funds if at any time:
 - (i) the Recipient has not achieved a Milestone to the Department's satisfaction, that was due to be completed before the date of payment, until that Milestone is completed to the Department's satisfaction;
 - (ii) the Recipient fails to effectively progress the Project in accordance with the Approved Application, to the reasonable satisfaction of the Department, and in accordance with the terms of this Agreement, until the Recipient remedies its non-performance;
 - (iii) the Department has insufficient Program funding available at the time the payment is due to the Recipient;
 - (iv) there is an Insolvency Event;
 - (v) the Department has become entitled to terminate this Agreement under clause 19.1;
 - (vi) the Department forms the opinion, on reasonable grounds, having regard to the Project Budget and information provided in the Reports, that the full payment is not properly required by the Recipient to carry out the Project or because of Project surpluses or underspends; or

- (vii) the Recipient has not complied with any provision of this Agreement which provides that the Recipient will not be entitled to spend or receive any Funds until that obligation has been complied with.
- (c) Notwithstanding any other clause of this Agreement, if the Recipient has received any Funds, the Recipient is not entitled to spend those Funds if the Department has notified the Recipient that one or more of the circumstances specified in clauses 5.1(b)(i) to 5.1(b)(vii) (inclusive) applies, unless the Department agrees in writing otherwise.

5.2 Use of the Funds

Funds provided under this Agreement:

- (a) must only be used for the purposes of carrying out the Project and performing this Agreement;
- (b) must not be used to cover the cost of any activities completed prior to the execution of this Agreement;
- (c) must not, unless agreed by the Department in writing, be used to cover the cost of any activities commenced but not yet completed prior to the execution of this Agreement;
- (d) are not to be applied towards administrative and other general costs of the Recipient unless any such costs are approved in writing by the Department or expressly included in the Project Budget;
- (e) must not, unless the prior written approval of the Department has been obtained, be used in a manner which is inconsistent with the Project Budget;
- (f) subject to clause 5.2(g), must not be used as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of any litigation. This clause 5.2(f) does not prevent the Recipient:
 - (i) providing a copy of this Agreement to a prospective financier; or
 - (ii) indicating to prospective financiers that the Department has agreed to provide the Funds for the purposes of the Project; and
- (g) may form part of an existing security held over the Recipient's assets provided a priority agreement is entered into between the Department, the Recipient and the Recipient's financier or holder of the existing security. The priority agreement must be on terms acceptable to the Department and must not allow the financier or holder of the existing security priority to the Funds.

5.3 Amount of Funds capped

The amount of Funds to be contributed by the Department in relation to the Project will not exceed the maximum amount of Funds specified in Item 4.1 of the Project Particulars.

5.4 No liability for Department

The Department accepts no liability for:

- (a) any debts incurred by the Recipient;
- (b) any monies owing by the Recipient to its Personnel;
- (c) any Project Budget or cost overruns; or
- (d) there being insufficient monies to complete the Project.

5.5 Management of Funds

The Recipient must:

- (a) ensure that the Funds are held in an account in the Recipient's name and which the Recipient solely controls, with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia; and
- (b) identify the receipt and expenditure of the Funds separately within the Recipient's accounts and records so that the Funds are identifiable at all times.

5.6 Repayment of Funds

If:

- (a) on expiry or on any earlier termination of this Agreement, any or all of the Funds:
 - (i) have not been spent or committed in accordance with this Agreement; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by the Recipient and the Project Budget, be shown, to the reasonable satisfaction of the Department, to have been spent or committed in accordance with this Agreement; or
- (b) at any time the Department forms the reasonable opinion that any Funds have been used, spent or committed by the Recipient other than in accordance with this Agreement,

the Department may by written notice to the Recipient:

- (c) require the Recipient to repay that part of the Funds, and the Recipient must repay to the Department the amount set out in the notice, within 20 Business Days of receipt of the notice;
- (d) deduct an equivalent amount from the Funds payable to the Recipient pursuant to this Agreement or from any other amounts payable to the Recipient under any other agreement with the Department; or
- (e) require the Recipient to use all or part of those Funds as the Department in its sole and unfettered discretion sees fit.

5.7 Failure to repay Funds

At the Department's absolute discretion, and without prejudice to any other rights available to the Department under this Agreement or at Law or in equity, if the Recipient fails to repay the Funds in accordance with a notice issued under clause 5.6(c):

- (a) the Department may require the Recipient to pay the Department Interest on the amount set out in the notice from the date it was due, for the period it remains unpaid; and
- (b) the amount set out in the notice, and Interest owed under clause 5.7(a), will then be recoverable by the Department as a debt due from the Recipient.

5.8 Project Generated Income

The Recipient must treat Project Generated Income in accordance with the Department's written direction and, in the case of interest earned on the Funds acknowledges that, the Department may require:

- (a) return of the interest amount to the Department;
- (b) that the interest is expended on Approved Items for the purposes of the Project where consistent with the Project Budget; or
- (c) offset of payment of Funds against the interest amount.

6. Taxes, duties and government charges

6.1 Definitions

In this clause 6, **consideration**, **GST**, **input tax credits**, **tax invoice** and **taxable supply** have the meaning given to those terms in the GST Act.

6.2 Liability for taxes, duties and government charges

Subject to this clause 6, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Agreement must be borne by the Recipient.

6.3 GST

(a) If specified in Item 7 of the Agreement Details, and on the basis that the Funding paid under this Agreement is:

- (i) of a non-commercial, funding nature;
- (ii) paid to a 'government related entity' for GST Act purposes; and
- (iii) sourced from an appropriation,

the parties rely on section 9-17(3) of the GST Act in determining that the payment of Funding is not consideration and that no GST is payable in respect of payment of Funding under this Agreement.

(b) Unless otherwise indicated, any consideration for a supply made under this Agreement is exclusive of any GST imposed on the supply.

(c) Subject to clause 6.3(a), if one party (the **supplier**) makes a taxable supply to the other party (the **recipient**) under this Agreement, the recipient must pay without set-off an additional amount to the supplier equal to the GST imposed on the supply in question.

(d) 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.

6.4 ABN

(a) Subject to clause 6.4(b), the Recipient warrants that it has an ABN, which it has correctly quoted to the Department. The Recipient must:

- (i) immediately notify the Department of any changes to the Recipient's GST status or ABN; and
- (ii) supply proof of its GST status, as and when requested by the Department.

(b) If the Recipient does not have an ABN the Recipient may lodge with the Department a completed 'Statement by a Supplier' form claiming an exemption for lodging an ABN. The Recipient should seek advice from the Australian Taxation Office regarding the 'Statement by a Supplier' form if needed.

(c) If the Recipient does not provide either an ABN or a completed 'Statement by a Supplier' form, then the Department will withhold from payment of the Funds an amount equivalent to 49 per cent of the relevant payment or such other amount as determined by the Australian Taxation Office from time to time.

7. Other contributions

7.1 Recipient Contributions and Other Contributions

(a) It is a condition precedent to the payment of the Funds under this Agreement that:

- (i) the Recipient must provide the Recipient's Contributions;

- (ii) if requested by the Department, the Recipient must provide the Department with written evidence that the persons specified in the Project Budget will provide the Other Contributions, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions; and
 - (iii) the basis on which the Other Contributions are to be provided is satisfactory to the Department.
- (b) The Recipient must ensure that the terms on which any other funding or contributions are provided to the Recipient for, or in connection with, the Project are not inconsistent with the terms of this Agreement and do not in any way limit or affect the Recipient's ability to comply strictly with its obligations, or the Department's ability to exercise its rights, under this Agreement.
- (c) The Recipient must promptly notify the Department if the total value of the Recipient's Contributions or Other Contributions reduces, or if such a reduction is anticipated.
- (d) If:
- (i) the Department receives notice under clause 7.1(c);
 - (ii) the Recipient does not provide the Recipient's Contributions or provide them in time to enable completion of the Project; or
 - (iii) the Recipient is not able to obtain the Other Contributions or obtain them in time to enable completion of the Project,
- then the Department may, in its absolute discretion:
- (iv) suspend payment of the Funds or an instalment of the Funds until the Recipient's Contributions are provided or the Other Contributions are received;
 - (v) reduce the amount of the Funds, adopting the formula in clause 7.1(e), where R = the reduced amount; or
 - (vi) terminate this Agreement in accordance with clause 19.1.
- (e) If, on expiry of the Agreement Period or any earlier termination of this Agreement, the Recipient's Contributions and / or the Other Contributions have not been provided in full, the Department may (without limiting its rights) require the Recipient to refund to the Department within 20 Business Days of a written notice from the Department, an amount of Funds calculated in accordance with the following formula:
- $$R = OC - AC$$
- Where:
- R = The refund amount;
 - AC = The total aggregate amount of contributions actually made as Recipient's Contributions and / or Other Contributions for the Project pursuant to this Agreement; and
 - OC = The total aggregate amount of Recipient's Contributions and Other Contributions specified in the Project Budget.
- (f) The Department may, in its absolute discretion reduce the amount of the Funds required to be repaid by the Recipient in accordance with clause 7.1(e) to an amount lower than the amount determined by the formula prescribed in clause 7.1(e).

7.2 Notification of additional other contributions

The Recipient must:

- (a) promptly notify the Department in writing of the amount and source of any additional funding or other contributions for the Project (other than Funds provided under this Agreement or contributions already identified in the Project Budget);
- (b) if requested by the Department, promptly provide to the Department copies of any written arrangements entered into, or proposed to be entered into, in respect of such other funding or contributions; and
- (c) ensure that the terms on which any other funding or contributions are provided to the Recipient for, or in connection with, the Project are not inconsistent with the terms of this Agreement and do not in any way limit or affect the Recipient's ability to comply strictly with its obligations, or the Department's ability to exercise its rights, under this Agreement.

8. Assets

8.1 Purchasing of Assets

- (a) The Recipient must not use the Funds towards the purchase of Assets unless the Asset is identified in the Project Budget or the Recipient has obtained the prior written approval of the Department, which may be subject to any conditions the Department may, in its absolute discretion, impose.
- (b) An item which is not an Asset but is purchased by the Recipient using the Funds must only be purchased if the Recipient can show that the item is to be used in undertaking the Project.

8.2 Use of Assets

The Recipient must not use Assets for any purpose other than the performance of the Project unless it has obtained the prior written approval of the Department, which will not be unreasonably withheld.

8.3 Obligations in relation to Assets

The Recipient must:

- (a) maintain all Assets in good working order;
- (b) be fully responsible for, and bear all risks arising in relation to, the use or Disposal of any Asset;
- (c) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Funds used to create or acquire the Asset, the value of the Asset and (where relevant) details of Disposal of the Asset, including the sale price; and
- (d) as and when requested, provide copies of the register of Assets to the Department.

9. Records, Reports and acquittals

9.1 Records and accounts

The Recipient must:

- (a) keep comprehensive and accurate accounts and records of its use of the Funds, that can be separately identified from other accounts and records of the Recipient; and
- (b) retain the accounts and records referred to in this clause 9 for the Agreement Period and a further period of seven years from the expiry or termination of this Agreement or such longer period as may be required by Law.

9.2 Recipient must keep records

The Recipient must keep comprehensive written records of the conduct of the Project including progress against the Milestones and the achievement of the Project Objectives.

9.3 Provision of records to the Department

The Recipient must:

- (a) deliver information and other Material (including Reports) produced under or in connection with this Agreement and otherwise as reasonably required by the Department; and
- (b) provide all information and other Material (including Reports) to the Department in accordance with the timeframes specified in this Agreement and otherwise promptly upon demand.

9.4 Financial records

The Recipient must keep financial records relating to the Project so as to enable:

- (a) all revenue and expenditure related to the Project to be identified in the Recipient's accounts;
- (b) the preparation of Financial Information; and
- (c) the Audit of those records.

9.5 Reports

- (a) Without limiting the Recipient's other obligations under this Agreement, the Recipient must provide to the Department the Reports in accordance with Item 5 of the Project Particulars, and substantially in the form of the template specified by the Department from time to time (if any).
- (b) If the Department notifies the Recipient that a Report submitted is not to the Department's satisfaction, the Recipient must make the required amendments and resubmit the Report to the Department.

9.6 Additional Reports

- (a) The Department may at any time, and from time to time, during the Agreement Period, require the Recipient to provide reports and other information in addition to the reports required under clause 9.5 (**Additional Reports**).
- (b) Where the Department requires an Additional Report, it will issue a direction in writing to the Recipient requiring an Additional Report to be provided and specifying the Department's requirements in relation to the:
 - (i) format;
 - (ii) content;
 - (iii) information and substantiating documentation to be submitted; and
 - (iv) auditing or certification (if any),for that Additional Report.
- (c) The Recipient must comply with a direction of the Department under this clause 9.6 by submitting the requested Additional Report which complies with all requirements of the Department as set out in its direction, within the period of time in the direction, or such longer time period as the parties agree in writing.
- (d) The Recipient will be liable for its own costs associated with complying with a direction to submit an Additional Report.

9.7 Participation in evaluations and analysis of the Project

The Recipient must participate, at its own cost and as reasonably required by the Department, in studies, evaluations and other activities intended to analyse the success of the Project or Program in achieving the Program Aims. Such participation may, where required by the Department, include:

- (a) attending relevant conferences and forums in which evaluations and analysis are being undertaken;
- (b) allowing third parties access to a site to undertake analysis and evaluation of the Program and the Project; and
- (c) making records and other information (including Reports) available to third parties for the purposes of evaluation and analysis.

10. Access to premises and records

10.1 Access to records and Materials

- (a) The Recipient acknowledges and agrees that the Department and any persons nominated by the Department may, at reasonable times and on giving reasonable notice to the Recipient:
 - (i) access and inspect the Recipient's premises to the extent relevant to the performance of this Agreement (including to conduct site audits to assess progress against the Approved Application and Project Budget);
 - (ii) access and inspect any Assets, wherever they may be located;
 - (iii) require the Recipient (including its Personnel) to provide records, documents and information relevant to the performance of this Agreement in a data format and storage medium accessible by the Department;
 - (iv) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Recipient (including its Personnel) relevant to the performance of this Agreement; and
 - (v) require assistance in respect of any inquiry into or concerning the Project, the Program or this Agreement. For the purpose of this clause 10.1(a)(v), an inquiry includes any administrative or statutory review, audit or investigation (whether within or external to the Department), any request for information directed to the Department, any judicial or quasi-judicial inquiry, and any inquiry conducted by the Parliament of the Commonwealth or any Parliamentary committee.
- (b) The Recipient must promptly comply with all requirements of the Department under this clause 10.1.

10.2 Access to hardware and software

The Recipient must provide the Department (including its Personnel) with access to the Recipient's computer hardware and software to the extent necessary for the Department to exercise its rights under clause 10.1, and must provide the Department with any reasonable assistance requested by it to use that hardware and software.

10.3 Costs

- (a) Subject to clause 10.3(b), each party must bear its own costs of any inspections, reviews, audits and inquiries conducted pursuant to this clause 10.
- (b) If an audit, inspection, review or inquiry conducted pursuant to this clause 10 identifies a breach by the Recipient of this Agreement, the Department may recover its costs of conducting that inspection, review, audit or inquiry as a debt due from the Recipient.

10.4 Auditor-General, Ombudsman and Commissioners

Without limiting clauses 10.1 and 10.2, the Department's rights under clauses 10.1 and 10.2 apply equally to the Auditor-General, the Ombudsman, the Information Commissioner, the Privacy Commissioner, the Freedom of Information Commissioner or their delegates, for the purpose of each performing their functions or activities (as the case may be).

10.5 Application of this clause

- (a) The Recipient must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 10.
- (b) This clause 10 applies for the duration of the Agreement Period and for a period of seven years from the termination or expiry of this Agreement.

11. Project Material and Intellectual Property Rights

11.1 Intellectual Property Rights in Project Material

All Intellectual Property Rights in the Project Material created by the Recipient, will vest, upon creation, in the Recipient.

11.2 Licensing of Project Material

The Recipient grants, or must procure for, the Department a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit the Project Material, including the Reports, for any non-commercial purpose.

11.3 Project Material, Data and Data Product copies

On termination or expiry of this Agreement, or earlier if requested by the Department or specified in the Data Management Plan, the Recipient must promptly deliver to the Department copies of:

- (a) all Project Material then in existence;
- (b) all Data specified in the Data Management Plan or otherwise gathered, collected or created in undertaking the Project; and
- (c) all Data Products specified in the Data Management Plan for which the Recipient is the Creator,

in an agreed format, or as otherwise directed by the Department.

11.4 Intellectual Property Rights warranties

- (a) The Recipient warrants that anything done by the Recipient in the course of the Project, including in:
 - (i) gathering or creating Data in the course of undertaking the Project;
 - (ii) generating or developing Project Material or Data Products of which it is Creator; and
 - (iii) preparing the Reports,will not infringe the Intellectual Property Rights or Moral Rights of any person.
- (b) The Recipient further warrants that the Department or its sublicensees will not, at any time, be infringing the Intellectual Property Rights or Moral Rights of any person when undertaking an activity allowed for under this Agreement or using Recipient Material, Project Material, Data or Data Products of which the Recipient is Creator in a manner consistent with the ownership vesting or licences granted, or to be vested or granted, in or to the Department under this clause 11.

11.5 Department Material and Recipient Material

- (a) Intellectual Property Rights and title to Department Material remains vested at all times in the Department.
- (b) The Department grants to the Recipient a royalty-free, world-wide, non-exclusive licence (including a right of sublicense to subcontractors) to use, reproduce and modify the Department Material solely for the purposes of the Project. The Recipient must ensure that all Department Material is used strictly in accordance with any conditions or restrictions specified by the Department from time to time.
- (c) Intellectual Property Rights and title to Recipient Material remains vested at all times in the Recipient.
- (d) Subject to clause 11.5(e), the Recipient grants to the Department a royalty-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce and modify the Recipient Material solely for the purposes of the Project and the Program. The Department must ensure that all Recipient Material is used strictly in accordance with any conditions or restrictions specified by the Recipient from time to time.
- (e) Where Recipient Material is incorporated in, or forms part of the Project Material, clause 11.2 applies to the licensing of that Material.

11.6 Moral Rights

- (a) To the extent permitted by law, the Recipient must, unless otherwise agreed by the Department in writing, use its reasonable endeavours to ensure that each person who:
 - (i) has been involved in the performance of the Project; or
 - (ii) is or will be the author of any Data, Project Material, Reports and Data Products of which the Recipient is Creator for which ownership vests in, or that is to be licensed to, the Department in accordance with this clause 11,provides a written consent to the Department permitting the Department (including its Personnel) to conduct any act which would otherwise infringe the Moral Rights held by that person.
- (b) The consent provided under clause 11.6(a) must be consistent with the Department being able to conduct any act it is licensed to conduct or that may be done as an owner of Intellectual Property Rights in the relevant Material (as the case may be) under this Agreement.

11.7 Data Management Plan and Intellectual Property Rights in Data and Data Products

- (a) The Recipient must prepare a Data Management Plan in consultation with the Department's Australian Antarctic Data Centre. Approval of the Data Management Plan by the Department's Australian Antarctic Data Centre will comprise a Milestone in accordance with clause 4.1(g).
- (b) The parties agree to work cooperatively and in good faith in relation to the preparation of the Data Management Plan and, where requested by a party in writing, the negotiation of any subsequent amendment to the Data Management Plan.
- (c) The Data Management Plan must:
 - (i) be in a format required by the Department and provided to the Recipient; and
 - (ii) comply with the requirements of the Australian Antarctic Program Data Policy.
- (d) All Intellectual Property Rights in the Data will vest, upon creation, in the Department.

- (e) The Department will, consistently with the Australian Antarctic Program Data Policy:
 - (i) make the Data available to the public and licence any Intellectual Property Rights in that Data for use under an Open Access Licence; or
 - (ii) in limited circumstances where expressly specified in the Data Management Plan, grant to the Recipient an exclusive, royalty-free, worldwide licence (including a right of sublicense) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit Intellectual Property Rights in the Data for any purpose (including a commercial purpose) for a term specified in the Data Management Plan.
- (f) Upon expiry of any licence granted by the Department in accordance with clause 11.7(e)(ii), the Department will make the Data available and licence any Intellectual Property Rights in that Data in accordance with the Data Management Plan.
- (g) Either party may use the Data to generate or develop Data Products as Creator.
- (h) Data Products will be owned in each case by the Creator and:
 - (i) where the Recipient is the Creator - the Recipient will:
 - (A) grant to the Department a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit Intellectual Property Rights in the Data Product for any purpose, including a right of sublicense to the public under an Open Access Licence; or
 - (B) in limited circumstances where expressly specified in the Data Management Plan, grant to the Department a royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit Intellectual Property Rights in the Data Product for any non-commercial purpose for a term specified in the Data Management Plan, upon expiry of which the Recipient will be deemed to grant a licence for the Data Product to the Department in accordance with clause 11.7(h)(i)(A); or
 - (ii) where the Department is the Creator - the Department will, consistently with the Australian Antarctic Program Data Policy:
 - (A) make the Data Product available to the public and licence any Intellectual Property Rights in that Data Product for use under an Open Access Licence; or
 - (B) in limited circumstances where expressly specified in the Data Management Plan, grant to the Recipient an exclusive, royalty-free, worldwide licence (including a right of sublicense) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit Intellectual Property Rights in the Data Product for any purpose (including a commercial purpose) for a term specified in the Data Management Plan.
- (i) Upon expiry of any licence granted by the Department in accordance with clause 11.7(h)(ii)(B), the Department will make the Data Product available and licence any Intellectual Property Rights in that Data Product in accordance with the Data Management Plan.

12. Acknowledgement, announcements and media

12.1 Acknowledgement

The Recipient must acknowledge, in the required form as set out in Item 6 of the Project Particulars, the support it has received from the Department:

- (a) in all publications, promotional and advertising Materials, signs or plaques displayed at the location where the Project is undertaken;
- (b) in all activities undertaken by it or on its behalf in relation to the Project;
- (c) if requested by the Department, with any products, processes or inventions developed as a result of the Project; and
- (d) otherwise at the times and in the manner as the Department directs from time to time.

12.2 Announcements

The Recipient must notify the Department, before making a public announcement in connection with this Agreement or any transaction contemplated by it except if the announcement is required by Law or a regulatory body (including a relevant stock exchange), and provide a copy of the announcement to the Department.

12.3 Media

- (a) The Recipient must notify the Department before engaging with any media in connection with the Project, this Agreement or any transaction contemplated by it.
- (b) If required by the Department, the Recipient must provide any information expected to be provided to the media to the Department before the engagement takes place.
- (c) If the Department requires amendments to a proposed form of words which will be part of a media release or other Material to be disclosed to the media, the Recipient must make the required amendments before engaging with the media, releasing the media release or disclosing the Material.
- (d) Notwithstanding the Department's review of any media release or Material, or requirement for a revised form of words in accordance with this clause, the Recipient will at all times remain responsible for the content and accuracy of any information provided to the media by the Recipient.

13. Confidential Information

13.1 Confidential Information not to be disclosed

- (a) Subject to clause 13.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- (b) In giving written consent to the disclosure of Confidential Information, the Department may impose such conditions as it thinks fit, and the Recipient must comply with these conditions.

13.2 Exceptions to obligations

The obligations on the parties under this clause 13 will not be taken to have been breached to the extent that Confidential Information is:

- (a) disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) disclosed to a party's internal management Personnel, solely to enable effective management or auditing of Agreement related activities;
- (c) disclosed by the Department to the responsible Minister;
- (d) disclosed by the Department, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
- (e) shared by the Department within the Department's organisation, or with another Commonwealth department or agency, where this serves the Commonwealth's legitimate interests;

- (f) authorised or required by Law, including under this Agreement, under a licence or otherwise, to be disclosed; or
- (g) in the public domain otherwise than due to a breach of this clause 13.

13.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- (a) pursuant to clauses 13.2(a), (b) or (e), the disclosing party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clauses 13.2(c) and (d), the disclosing party must notify the receiving party that the information is Confidential Information.

13.4 No reduction in privacy obligations

Nothing in this clause 13 derogates from any obligation which either party may have either under the Privacy Act as amended from time to time, or under this Agreement, in relation to the protection of Personal Information.

14. Personal Information

14.1 When does this clause apply?

This clause 14 applies only if the Recipient deals with Personal Information when, and for the purposes of, conducting the Project in accordance with this Agreement.

14.2 Recipient's obligations about Personal Information

The Recipient must:

- (a) use or disclose Personal Information only for the purposes of this Agreement;
- (b) not do any act or engage in any practice that would breach an Australian Privacy Principle under the Privacy Act; and
- (c) immediately notify the Department if the Recipient becomes aware of a breach or possible breach of any of its obligations under this clause 14.

14.3 Subcontractors

The Recipient must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Recipient has under this clause 14, including in relation to subcontracts.

15. Indemnity and release

15.1 Indemnity

The Recipient indemnifies the Department and continues to indemnify the Department against, all:

- (a) Losses suffered or incurred by the Department, including as the result of any claim made in relation to:
 - (i) loss of or damage to third party property; or
 - (ii) the injury, illness or death of a third party;
- (b) loss of or damage to the Department's property; or

- (c) Losses suffered or incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on a solicitor / own client basis and the cost of time spent, resources used, or disbursements paid by the Department, arising from:
 - (d) any act or omission by the Recipient (including any of its Personnel) in connection with this Agreement;
 - (e) any breach by the Recipient (including any of its Personnel) of its obligations or warranties under this Agreement;
 - (f) any use or disclosure by the Recipient (including its Personnel) of Personal Information or Confidential Information (or both, as the case may be) held or controlled in connection with this Agreement; or
 - (g) the use by the Department of the Project Material, Recipient Material, Data and Data Products (for which the Recipient is Creator), including the Intellectual Property and Moral Rights comprised in the Project Material, Recipient Material, Data and Data Products (for which the Recipient is Creator).

15.2 Release

The Recipient releases the Department from:

- (a) all claims, actions, demands and proceedings which it may have, or claim to have, or but for this release might have had, against the Department arising out of this Agreement or in any way connected with the performance of this Agreement; and
- (b) all liability of the Department arising out of this Agreement, on and from the Commencement Date.

15.3 Proportional reduction of liability

The Recipient's liability to indemnify and release the Department under clauses 15.1 and 15.2 will be reduced proportionately to the extent that any negligent or unlawful act or omission, or wilful misconduct on the part of the Department (including its officers and employees) contributed to the relevant Loss.

15.4 Department's right to be indemnified is additional to other rights

The Department's right to be indemnified under clause 15.1 is in addition to, and not exclusive of, any other right, power, or remedy provided by Law or in equity, but the Department is not entitled to be compensated in excess of the amount of the relevant Loss.

16. Insurance

16.1 Obligation to take out and maintain insurance

- (a) The Recipient must take out or have taken out for the period specified in clause 16.1(b) or clause 16.1(c) (as the case may be) as at the Commencement Date, workers' compensation and public liability insurances as specified in Item 9 of the Agreement Details.
- (b) If the Recipient takes out a 'claims made' policy, which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Recipient must maintain the policy (or a policy in like terms) during the Agreement Period and for a period of seven years on and from the expiry or the early termination of this Agreement.
- (c) If the Recipient takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of event can occur at any time subsequently, the Recipient must maintain the policy during the Agreement Period.

- (d) The Recipient must ensure that any subcontract entered into by the Recipient in relation to this Agreement places on the subcontractor, in respect of the subcontractor's activities, the same or similar obligations about insurances, as this clause 16 places on the Recipient.

16.2 Copies of insurance

The Recipient must, on request, promptly provide to the Department any relevant certificates of currency for inspection.

17. Force majeure events

17.1 Occurrence of force majeure event

A party (**Affected Party**) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control (other than a lack of Recipient's Contributions or Other Contributions for any reason or any strike, lockout or labour disputes in respect of the Recipient only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

17.2 Notice of force majeure event

When the circumstances described in clause 17.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on its performance of this Agreement.

17.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 17.1 continues for a period of more than 30 consecutive days, the other party may terminate this Agreement immediately by giving the Affected Party written notice.

17.4 Consequences of termination

If this Agreement is terminated under clause 17.3:

- (a) each party will bear its own costs and neither party will incur further liability to the other; and
- (b) where the Recipient is the Affected Party, it will be entitled to payment for work performed or expenses properly incurred prior to the date of intervention of the circumstances described in clause 17.1.

18. Dispute resolution

18.1 Dispute resolution

- (a) Subject to clause 18.2, the parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which has not been resolved by informal discussion, until the procedure provided by this clause 18 has been followed.
- (b) The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
 - (i) the party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
 - (ii) the parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have the authority to intervene and direct some form of resolution; and

- (iii) if within 40 Business Days from the date of the notice issued under clause 18.1(b)(i):
 - (A) there is no resolution of the dispute;
 - (B) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (C) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 20 Business Days of the submission, or within such further extended time as the parties may agree in writing before the expiration of the 20 Business Days,

then, either party may commence legal proceedings.

18.2 When clause 18.1 does not apply

Clause 18.1 does not apply where:

- (a) either party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by the Department under, or purportedly under, clauses 5 (Funds), 10 (Access to premises and records) or 19 (Suspension or termination); or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the Law by the Recipient.

18.3 Obligations continue

- (a) Despite the existence of a dispute, both parties must continue to perform their respective obligations under this Agreement, unless a direction is issued in accordance with clause 18.3(b).
- (b) If directed and notified in writing by the Department to do so, the Recipient must cease performing the obligations of the Recipient under this Agreement which are specified in the Department's notice until the Department issues a further written notice to the Recipient directing it to resume performance of those obligations.

19. Suspension or termination

19.1 Termination for default

If:

- (a) the Recipient repeatedly fails to comply with any timeframe under this Agreement;
- (b) the Recipient fails to remedy its failure to comply with any term or condition of this Agreement within 10 Business Days of receiving a notice (or such longer period as the Department may at its sole and unfettered discretion specify in the notice) from the Department requiring the Recipient to do so;
- (c) the Department is satisfied on reasonable grounds that any statement, representation or warranty made by the Recipient is incorrect or incomplete in a way which would have affected the original decision to approve the Funds for the Project;
- (d) the Recipient is unable to provide the Recipient's Contributions or the Other Contributions which would have affected the original decision to approve the Funds for the Project;
- (e) the Department is satisfied on reasonable grounds that a report (including a Report) given by the Recipient is significantly misleading, or substantially incomplete or inaccurate;
- (f) there is an Insolvency Event; or

- (g) the Recipient breaches any term or condition of any other funding agreement between the Recipient and the Department for the purposes of the Australian Antarctic Program,

the Department may by written notice to the Recipient, require the Recipient to immediately suspend dealings with the Funds (in whole or in part), and / or terminate this Agreement in its entirety.

19.2 Potential Default

- (a) For the purposes of this clause **Potential Default** means any event, thing or circumstance which does not fall within the scope of clause 17 and which likely would:
 - (i) result in delay in meeting any requirement of the Approved Application;
 - (ii) result in the Recipient not being able to achieve a Milestone within the timeframe specified in the Milestone Schedule; or
 - (iii) give rise to a right of termination pursuant to clause 19.1 with the giving of notice or the passage of time.
- (b) The Recipient must notify the Department immediately upon becoming aware of a Potential Default and must include the following information, substantially in the form of the template provided by the Department (if any), in its notice:
 - (i) the nature of and reason for the Potential Default;
 - (ii) how the Recipient proposes to rectify the Potential Default;
 - (iii) the date on which the Recipient proposes that the Potential Default will be rectified; and
 - (iv) any expected impact that the Potential Default may have on the Project Budget or on the ability to comply with timeframes in the Milestone Schedule or Approved Application.
- (c) If the Department becomes aware of a Potential Default either through the receipt of notice from the Recipient under clause 19.2(b) or by any other means, the Department may provide the Recipient with a written notice setting out the nature of the Potential Default (**Notice of Potential Default**) any extension of time permitted and any requirements the Department has in relation to the rectification of the Potential Default or reduction in scope of the Project.
- (d) On receipt of a Notice of Potential Default the Recipient must remedy the Potential Default or, where the Potential Default is not capable of being remedied, prepare a plan for the Department's approval of the actions that the Recipient proposes to take to deal with the impact of the Potential Default (**Potential Default Plan**).
- (e) If the Department is not satisfied with the Potential Default Plan or the Recipient subsequently fails to comply with the Potential Default Plan, the Department may by written notice to the Recipient, require the Recipient to immediately suspend dealings with the Funds (in whole or in part) and / or terminate this Agreement in its entirety.
- (f) No action taken by the Department pursuant to this clause 19.2 will:
 - (i) relieve the Recipient from, or alter or affect, the Recipient's liabilities or responsibilities whether under this Agreement or otherwise according to Law; or
 - (ii) prejudice the Department's rights against the Recipient whether under this Agreement or otherwise according to Law.

19.3 Termination for convenience

- (a) The Department may, at any time by notice, terminate this Agreement or reduce the scope of the Project and amount of the Funds by providing 30 days written notice to the Recipient.
- (b) Upon receipt of a notice of termination or reduction from the Department pursuant to this clause, the Recipient must:
 - (i) cease carrying out the Project to the extent specified in the notice;
 - (ii) take all available steps to minimise any Losses resulting from that termination or reduction; and
 - (iii) continue carrying out those parts of the Project not affected by the notice.
- (c) Where there has been a termination under this clause 19.3, the Department will only be liable for:
 - (i) costs properly incurred in relation to the Project under this Agreement before the effective date of termination; and
 - (ii) reasonable costs incurred by the Recipient and directly attributable to the termination.
- (d) Where there has been a reduction in the scope of the Project, the Department's liability to the Recipient for payment of the Funds will, unless there is an agreement in writing to the contrary, be reduced in accordance with the reduction in the Project.
- (e) The Department will not be liable to pay any costs referred to under this clause in an amount which would, in addition to any amounts paid or due, or becoming due, to the Recipient under this Agreement, together exceed the maximum amount of Funds specified in Item 4.1 of the Project Particulars.
- (f) The Recipient will not be entitled to compensation for loss of prospective profits.
- (g) The termination of this Agreement under this clause 19.3 does not discharge any right that a party may have for any prior breach of this Agreement.

19.4 Dealing with Funds on termination or suspension

- (a) On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the Recipient must only deal with the Funds in accordance with the directions of the Department and must cease all other dealings with the Funds. The directions of the Department may be given at any time after the termination or during any period of suspension. If the Department does not provide any directions the Recipient must not deal with the Funds.
- (b) The Department may end the suspension of dealings with the Funds by written notice to the Recipient, subject to such preconditions (including variations to this Agreement) which the Department may require.
- (c) The Department will not be obliged to pay any part of the Funds to the Recipient during any period of suspension of dealings with the Funds or, subject to clause 19.3, after the termination of this Agreement.

19.5 Deemed termination for convenience

If a purported termination for cause by the Department under clauses 19.1 or 19.2 is determined by a competent authority not to be properly a termination for cause, then that termination by the Department will be deemed to be a termination for convenience under clause 19.3, which termination has effect from the date of the notice of termination referred to in clause 19.1 or 19.2 (as the case may be), and the Recipient's sole rights in such circumstances will be only those set out in clause 19.3.

20. Notices and other communications

20.1 Service of notices

A party giving notice or notifying under this Agreement must do so in English and in writing or by Electronic Communication:

- (a) directed to the other party's contact person at the other party's address (as set out in the Agreement Details and as varied by any notice); and
- (b) hand delivered or sent by prepaid post or Electronic Communication to that address.

20.2 Effective on receipt

A notice given in accordance with clause 20.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

21. Work, health and safety

21.1 Definitions

In this clause 21:

- (a) **corresponding WHS law** has the meaning given in section 4 of the WHS Act;
- (b) **Regulator** means an authority referred to in a WHS Law as the relevant authority for occupational health and safety complaints, queries or investigations;
- (c) **WHS Act** means the *Work Health and Safety Act 2011* (Cth);
- (d) **WHS Entry Permit Holder** has the meaning given in the WHS Act;
- (e) **WHS Law** means the WHS Act and any corresponding WHS law; and
- (f) **WHS Regulations** means the regulations made under the WHS Act.

21.2 Compliance with laws and our policies

- (a) The Recipient must in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors comply, with the provisions of all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority, including those arising under a WHS Law, in respect of occupational health and safety.
- (b) The Recipient must, in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors comply, with any of the Commonwealth's policies as notified, or made available, by the Commonwealth to the Recipient in writing, including those specified in Item 5 of the Agreement Details.

21.3 Notifiable incidents and contraventions

- (a) If the Recipient is required by a WHS Law to report to a Regulator an incident arising out of the Project:

- (i) at the same time, or as soon as is possible in the circumstances, the Recipient must give notice of such incident, and a copy of any written notice provided to a Regulator, to the Department; and
 - (ii) the Recipient must provide to the Department, within such time as is specified by the Department, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.
- (b) The Recipient must inform the Department of the full details of:
- (i) any suspected contravention of a WHS Law relating to the Project, within 24 hours of becoming aware of any such suspected contravention;
 - (ii) any cessation or direction to cease work relating to the Project, due to unsafe work, immediately upon the Recipient being informed of any such cessation or direction;
 - (iii) any workplace entry by a WHS Entry Permit Holder, or an inspector, to any place where the Project is being performed or undertaken, within 24 hours of becoming aware of any such workplace entry; and
 - (iv) any proceedings against the Recipient or its officers, or any decision or request by a Regulator given to the Recipient or its officers, under a WHS Law, within 24 hours of becoming aware of any such proceedings, decision or request.

21.4 Department's premises

The Recipient agrees, when using the Department's premises or facilities, to comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities, as notified by the Department or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. General provisions

22.1 Survival of provisions

Termination or expiry of this Agreement for any reason does not extinguish or otherwise affect:

- (a) any rights of either party against the other which:
 - (i) accrued prior to the time of termination or expiry; or
 - (ii) otherwise relate to or may arise at any future time from any breach, or non-observance, of obligations under this Agreement which arose prior to the time of termination or expiry; and
- (b) the provisions of this Agreement which by their nature survive expiry or termination, including:
 - (i) clause 1 (Definitions and interpretation);
 - (ii) clause 5 (Funds);
 - (iii) clause 9 (Records, Reports and acquittals);
 - (iv) clause 10 (Access to premises and records);
 - (v) clause 13 (Confidential Information);
 - (vi) clause 14 (Personal Information);
 - (vii) clause 15 (Indemnity and release);
 - (viii) clause 16 (Insurance);

- (ix) clause 19.3(c) (Liability of the Department);
- (x) clause 19.4 (Dealing with Funds on termination or suspension); and
- (xi) clause 22.12 (Relationship).

22.2 Varying this Agreement

- (a) Subject to the exceptions outlined in clause 22.2(b), this Agreement may only be varied in writing signed by each party.
- (b) Variations to the Approved Application, Approved Items, or Data Management Plan may be made in accordance with clauses 4.2(b), 4.3(a) and 11.7(a) respectively.

22.3 Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

22.4 Assignment and novation

- (a) A party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party.
- (b) The Recipient must obtain the Department's written consent before there is a change in control of the Recipient.

22.5 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

22.6 Counterparts

This Agreement may be executed in counterparts. All executed counterparts together constitute one validly executed agreement.

22.7 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

22.8 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

22.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

22.10 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

22.11 Waiver

Waiver of any provision of or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

22.12 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

22.13 Disclosure of information

Notwithstanding any other provision of this Agreement, the Department may disclose information about this Agreement, including Personal Information, required to be reported by the Department.

22.14 Governing law and jurisdiction

This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SAMPLE

Schedule 1 – Agreement Details

Item No.	Description	Clause reference	Details
1.	Department details	1.1	Commonwealth of Australia as represented by the Australian Antarctic Division of the Department of the Environment ABN 56 428 630 676
2.	Department Representative	1.1	Position: Executive Manager Science Phone: 03 6232 3396 Fax: 03 6232 3415 Email: planning@aad.gov.au
3.	Recipient details	1.1	[Insert name of Recipient] [Insert ABN of Recipient]
4.	Recipient Representative	1.1	Name: [insert name] Position: [insert position] Phone: [insert phone number] Fax: [insert facsimile number] Email: [insert email]
5.	Department requirements and policies	4.1(e) and 21.2(b)	Australian Antarctic Division Environmental Policy as amended and updated from time to time, details of which are available at the Commencement Date at: http://www.antarctica.gov.au/environment/environment-policy-and-management/aad-environmental-policy Australian Antarctic Division Work Health and Safety policies and procedures as amended and updated from time to time, details of which are available at the Commencement Date at: http://www.antarctica.gov.au/living-and-working/chief-investigators-project-managers
6.	Australian Antarctic Program Data Policy	1.1, 4.1(f) and 11.7	The data policy of the Department's Australian Antarctic Data Centre as amended and updated from time to time, details of which are available at the Commencement Date at: https://www1.data.antarctica.gov.au/aadc/about/data-policy.cfm
7.	GST	6.3(a)	Clause 6.3(a) applies.

Item No.	Description	Clause reference	Details
8.	Confidential Information	13	Department's Confidential Information: Not applicable Recipient's Confidential Information: [insert any confidential information described by the Recipient, otherwise insert 'Not applicable'.]
9.	Insurance	16	As at the Commencement Date: (a) to the extent required by Law, workers' compensation insurance in respect of the Recipient's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Recipient in connection with the Project; and (b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Project for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate.
10.	Address for notices	20.1	Department: Position: AAS Grant administration officer Australian Antarctic Division Postal address: 203 Channel Highway, Kingston, TAS 7050 Physical address: 203 Channel Highway, Kingston, TAS 7050 Fax: 03 6232 3415 Email: grants@aad.gov.au Recipient: Name: [insert name] Position: [insert position] Postal address: [insert postal address] Physical address: [insert physical address] Fax: [insert facsimile number] Email: [insert email]

Schedule 2 – Project Particulars

1. Project (clause 4)

1.1 Project title

[**Insert Project title.**]

1.2 Project description

[**Insert Public Summary.**]

2. Data and Data Product description (clause 11.7)

2.1 Data and Data Products

A tabulated description of the various Data / Data Products that will be collected and / or generated by the Recipient as a result of research under this Agreement must be provided in the Data Management Plan and are considered the Data deliverables for the Project.

2.2 Australian Antarctic Program Data Policy

- (a) In accordance with the Australian Antarctic Program Data Policy, the Recipient must prepare a Data Management Plan to be submitted to the Australian Antarctic Data Centre within the Department.
- (b) Once approved by the Australian Antarctic Data Centre, the Recipient must ensure that all Data (and any Data Products) created by the Recipient are dealt with in accordance with the approved Data Management Plan.

3. Project Period

The Project Period commences on the Commencement Date and ends no later than 31 December [**insert Project Period end year.**].

4. Funds (clause 5)

4.1 Maximum amount of Funds

The maximum amount of Funds payable by the Department under this Agreement will be \$[**insert total Funds (ex GST)**] (exclusive of GST) or the lesser amount required to complete the Project.

4.2 Payment

Subject to the Department's rights under this Agreement and the Recipient providing a correctly rendered tax invoice to the Department for the Funds in accordance with the requirements specified in Item 4.3 of this Schedule, the Funds will be paid at the times and in the manner specified in the Milestone Schedule.

4.3 Invoicing requirements

- (a) Invoices must 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:
 - (i) a record detailing how the relevant Milestone dates have been met;
 - (ii) period covered by invoice;
 - (iii) title and description of the Project; and
 - (iv) any other information reasonably requested by the Department from time to time.

- (b) Invoices must be sent by post or Electronic Communication to:
- AAS Grants administration officer
Australian Antarctic Division
203 Channel Highway
Kingston TAS 7050
- or
grants@aad.gov.au
Attention: AAS Grants administration officer

5. Reports (clause 9)

5.1 Overview

The Recipient must provide the following Reports:

- (a) annual Reports, comprising:
- (i) performance information, as specified in Item 5.2 of this Schedule; and
 - (ii) if required by Item 5.3 of this Schedule, Financial Information; and
- (b) a final Report, as specified in Item 5.4 of this Schedule.

5.2 Annual Reports

- (a) The Recipient must provide the Department with an annual Report, substantially in the form of the template provided by the Department (if any).
- (b) The Recipient must provide:
- (i) the annual Report when requested by the Department, usually in April or May of each year during the Project Period; and
 - (ii) if required in accordance with Item 5.3 of this Schedule, the Financial Information within 60 Business Days after the end of each financial year.
- (c) The annual Report must include but need not be limited to, the following Project performance information:
- (i) a detailed description of work undertaken during the 12 months before the end of the financial year;
 - (ii) details of progress against the Approved Application, including monitoring, evaluation and reporting activities specified in the Approved Application; and
 - (iii) a discussion and statement as to whether the timeframes for the Project and Project Objectives are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected effects (if any) the delay will have on the Project (including Milestones, other Project Objectives and the overall completion of the Project).

5.3 Financial Information

- (a) Within 60 Business Days of:
- (i) subject to Item 5.3(b) of this Schedule, the end of each financial year in which the Recipient has received, expended or retained Funds pursuant to this Agreement;
 - (ii) the end of the financial year during which the Project Period ends; and
 - (iii) if requested by the Department, the earlier termination of this Agreement;
- the Recipient must provide to the Department:

- (iv) a certificate signed by a representative of the Recipient with the authority to make representations on behalf of the Recipient stating whether:
 - (A) the Funds have been used for the purpose for which they were provided under this Agreement; and
 - (B) all terms and conditions of this Agreement were complied with; and
 - (v) a certificate in a format required by the Department and signed by a Qualified Accountant stating that based on his or her Audit of the Financial Information the Funds have been used for the purpose for which they were provided under this Agreement.
- (b) Item 5.3(a)(v) of this Schedule does not apply where the amount of Funds paid or payable in a financial year are less than \$50,000 (exclusive of GST).
 - (c) Where requested by the Department (at its absolute discretion) the Recipient must provide the Department with an Auditor's Report on the Financial Information for any or all financial years in which the Recipient has received, expended or retained Funds pursuant to this Agreement.
 - (d) Any Auditor's Report requested by the Department under Item 5.3(c) of this Schedule must be:
 - (i) prepared by a Qualified Accountant that is independent of, and not a related entity of, the Recipient; and
 - (ii) provided to the Department within 60 Business Days of receiving a request from the Department under that Item.

5.4 Final Report

- (a) The Recipient must provide the Department with a final Report, including any details of the Project specified by the Department and substantially in the form of the template provided by the Department (if any).
- (b) If required by the Department, the Recipient must provide a final Report by the end of the Project Period, or such longer period (if any), as advised by the Department in writing.

6. Acknowledgement (clause 12)

The Recipient must acknowledge the provision of the Funds by the Department:

- (a) at a minimum, in the following way:
 - "This Project is supported through funding from the Australian Government's Australian Antarctic Science Grant Program";* or
- (b) in any other form required by the Department.

Schedule 3 – Milestone Schedule

Milestone schedule table to be inserted

SAMPLE

Execution page

EXECUTED as an agreement

SIGNED for and on behalf of the Commonwealth of Australia as represented by the **Australian Antarctic Division** of the Department of the Environment ABN 56 428 630 676 by a duly authorised representative

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date

SIGNED for and on behalf of [**insert name and ABN of Recipient**] by a duly authorised representative who warrants that they have the authority to sign this Agreement on behalf of [**insert name and ABN of Recipient**]

in the presence of:

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date

Annexure A – Project Budget

Approved items table to be inserted

*At Commencement Date

Other contributions table to be inserted

*At Commencement Date

SAMPLE

Annexure B – Approved Application

Project details

[Attach Approved Application]

SAMPLE