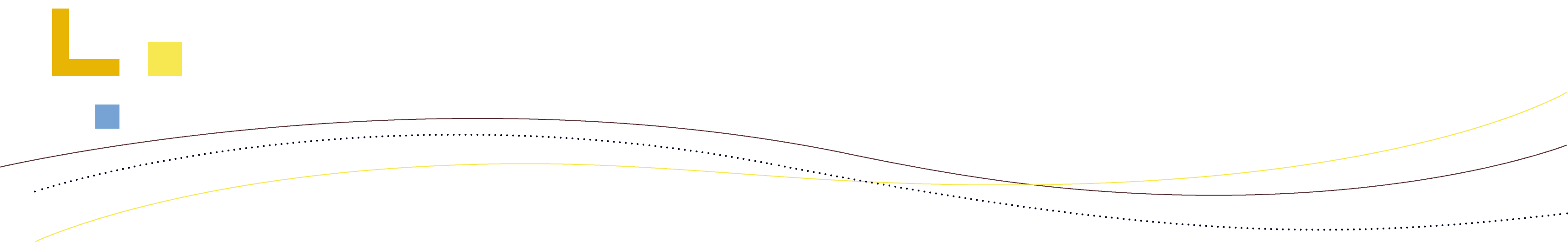
**Bush Blitz Applied Taxonomy   
Funding Agreement**

**between**

**Director of National Parks  
ABN 13 051 694 963**

**and**

**[Insert Host Institution Name and ABN]**

**and**

**[Insert Principal Investigator Name]**

**in relation to**

**[Insert Project Name]**

Table of contents

Table of contents 2

Details 3

Operative provisions 4

1. Definitions and interpretation 4

2. Agreement Period 10

3. Warranties and representations 10

4. Conduct of the Project 11

5. Funds 12

6. Taxes, duties and government charges 14

7. Other contributions 15

8. Assets 17

9. Records, Reports and acquittals 17

10. Audit and access 18

11. Project Material and Intellectual Property Rights 19

12. Acknowledgement and Project Events 19

13. Confidential Information 20

14. Personal Information 21

15. Indemnity and release 21

16. Insurance 22

17. Force majeure events 23

18. Dispute resolution 23

19. Suspension or termination 24

20. Notices and other communications 26

21. Work, Health and Safety 26

22. General provisions 27

Schedule 1 – Agreement Details 29

Schedule 2 – Project particulars 31

Schedule 3 – Milestone Schedule 35

Execution page 37

Annexure A – Project Budget 38

Details

Parties

1. **Director of National Parks** ABN 13 051 694 963 (**DNP**).
2. [Insert Institution name and ABN] (**Recipient**).
3. [Insert Principal Investigator Name] (**Researcher**)
4. [Insert Grant Number] (**Grant Number**)

Recitals

1. Bush Blitz represents a globally unique, cross-sector partnership, drawing on the knowledge and expertise of government, non-government organisations, industry and science to document the biodiversity of the oldest continent on Earth and provide an international benchmark for biodiversity knowledge.
2. As part of the Bush Blitz program DNP is providing funding to support further applied research utilising Bush Blitz data or the development of a product that helps meet Programme objectives. The purpose of the Applied Taxonomy Grants is to bridge the gap between nomenclature and applied outcomes.
3. The Recipient has been approved to receive funding from DNP to carry out the Project on the terms and conditions set out in this Agreement. In particular, DNP is providing the Funds to the Recipient to assist with project titled ‘[***insert project title***]’.
4. In consideration of DNP 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. 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 *A New Tax System (Australian Business Number) Act 1999* (Cth). |
| **Accounting Standards** | the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia. |
| **Advisers** | 1. the financial or legal advisers of a party; and 2. the respective officers and employees of those financial or legal advisers. |
| **Agreement** | this agreement between DNP and the Recipient, as amended from time to time in accordance with clause, and includes its Schedules and any Annexures. |
| **Agreement Details** | Schedule 1. |
| **Agreement Period** | the period specified in clause 2. |
| **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. |
| **Auditing Standards** | has the same meaning as it has in sections 9 and 336 of the *Corporations Act 2001* (Cth), and refers to the auditing standards made by the Australian Auditing and Assurance Standards Board. |
| **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 DNP. |
| **Confidential Information** | information that is by its nature confidential; and   1. is designated by a party as confidential; or 2. 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. |
| **DNP** | DNP or any other agency that administers this Agreement from time to time. |
| **DNP Material** | any Material provided to the Recipient by DNP. |
| **DNP Representative** | the person identified in Item  of the or such other person as is notified by DNP 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:   1. a balance sheet, an income statement and a cash flow statement in relation to the Funds, including any Project Generated Income; 2. a statement identifying any Funds paid by DNP to the Recipient under this Agreement that were not spent or committed by the end of the relevant financial year during the Agreement Period; 3. 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 ; and 4. 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. |
| **Funds** | the amount specified in Item of the that is payable by DNP to the Recipient under this Agreement. |
| **GST Act** | the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). |
| **Insolvency Event** | in respect of a party means:   1. if the party:    * + 1. makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; or        2. suffers any execution against its assets which has or will have an adverse effect on its ability to perform the Agreement; or 2. if the party is an incorporated entity:    * + 1. being insolvent; or        2. an administrator, liquidator, provisional liquidator, receiver, manager or controller under the *Corporations Act 2001* (Cth) being appointed to the party; or        3. an order being made for the winding up of the party; or 3. if the party is an individual:    * + 1. being bankrupt; or        2. entering into a scheme of arrangement with creditors; or        3. a mortgagee’s or a chargee’s agent being appointed. |
| **Intellectual Property Rights** | all intellectual property rights, including the following rights:   1. copyright, patents, rights in circuit layouts, trade marks, designs, trade secrets, know how, domain names and any right to have Confidential Information kept confidential; 2. any application or right to apply for registration of any of the rights referred to in paragraph (a); and 3. all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,   whether or not such rights are registered or capable of being registered. |
| **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 . |
| **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 *Copyright Act 1968* (Cth). |
| **Other Contributions** | the contributions specified in Item 4.2 of the Project Particulars. |
| **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 *Privacy Act 1988* (Cth). |
| **Program** | the program referred to in the Recitals. |
| **Program Objectives** | the program objectives described in the Recitals. |
| **Project** | the project described in the . |
| **Project Budget** | the budget detailing how the Recipient will spend the Funds, 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 as amended from time to time in accordance with clause 4.3(a), and attached at of this Agreement. |
| **Project Event** | any promotional event conducted by the Recipient relating to the Project, including celebration of Funds, all openings, ceremonies or other public events to mark the completion of any aspect of the Project and all other openings, ceremonies or public events which are related to the Project. |
| **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. |
| **Project Outcomes** | the project outcomes described in Item of the . |
| **Project Particulars** | . |
| **Project Period** | the period specified in Item 2 of the . |
| **Project Plan** | the project plan detailing how the Recipient will conduct and complete the Project in accordance with this Agreement, including timeframes for completion of various stages of the Project as amended from time to time in accordance with clause 4.1 and attached at of this Agreement. |
| **Qualified Accountant** | a person who is:   1. a member of the Institute of Chartered Accountants in Australia or of CPA Australia; and 2. independent of, and not a related entity of, the Recipient. |
| **Recipient** | the party specified in Item 3 of the Agreement Details and includes its Personnel. |
| **Recipient Created Tax Invoice** | has the same meaning given to that term in the GST Act. |
| **Recipient Representative** | the person identified in Item  of the Agreement Details, or such other person as is notified by the Recipient from time to time. |
| **Recipient's Contributions** | the contributions specified in Item of the . |
| **Reports** | the reports that the Recipient is required to produce and provide to DNP in accordance with clause 9. |
| **Schedule** | a schedule to this Agreement. |

* 1. Interpretation

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

* + 1. the singular includes the plural and vice versa, and a gender includes other genders;
    2. another grammatical form of a defined word or expression has a corresponding meaning;
    3. the meaning of general words is not limited by specific examples introduced by ‘for example’ or similar expressions;
    4. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement;
    5. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
    6. a reference to AUD, A$, $A, dollar or $ is to Australian currency;
    7. a reference to time is to the time in the place where the obligation is to be performed;
    8. 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;
    9. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
    10. if the Recipient is a trustee, the Recipient enters this Agreement personally and in its capacity as trustee and:
        1. any warranties given under this Agreement are given in both capacities; and
        2. warrants that it has the power to perform its obligations under this Agreement;
    11. 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;
    12. 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;
    13. 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;
    14. 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
    15. 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. 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:

* + 1. clauses 1 to 22 of this Agreement;
    2. the Agreement Details;
    3. the Milestone Schedule;
    4. the Project Plan;
    5. the Project Particulars;
    6. the Project Budget; and
    7. documents incorporated by reference in this Agreement.

1. Agreement Period

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

1. Warranties and representations
   1. Recipient warranties and representations

The Recipient represents and warrants to DNP that:

* + 1. it has all rights, title, licences, interests, property and regulatory approvals necessary to lawfully perform the Project;
    2. 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);
    3. it has not received funding through other initiatives or programs for substantially the same activities to be undertaken for the Project other than the Other Contributions listed in the Schedule;
    4. it has no overdue reports or acquittals, under any contractual or statutory arrangement for funding with DNP or any other Australian Government agency;
    5. it has full power and authority to enter into, perform and observe its obligations under this Agreement;
    6. the execution, delivery and performance of this Agreement has been duly and validly authorised by the Recipient; and
    7. 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.
  1. Recipient acknowledgement

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

1. Conduct of the Project
   1. Obligation to perform the Project

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

* + 1. within the Project Period and in accordance with the Project Budget;
    2. in accordance with the Project Plan unless approved in writing by DNP;
    3. in accordance with all applicable Laws;
    4. 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 Project Plan requirements, and where no Milestones or Project Plan requirements are specified, promptly and without delay;
    5. so as to deliver the Project Outcomes and meet all reporting requirements, in accordance with the requirements of this Agreement; and
    6. otherwise in accordance with the provisions of this Agreement.
  1. Not Used
  2. Project Budget
     1. Subject to clause 4.3(b), the Recipient must:
        1. perform the Project; and
        2. only spend the Funds,

in accordance with the Project Budget, and must not make any amendments to the Project Budget, unless approved in writing by DNP.

* + 1. The Recipient may transfer the Funds between categories of expenditure items within the Project Budget, without the consent of DNP, provided that such transfer does not exceed 10 per cent of the relevant expenditure item specified in the Project Budget for a financial year from which the amount of Funds is being transferred.
    2. For the avoidance of doubt, DNP’s approval of the Project Budget or any amendment to the Project Budget does not in any way limit the Recipient’s obligations under this Agreement.
  1. Management of Conflicts of Interest
     1. 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.
     2. If during the Agreement Period, a Conflict of Interest arises, or appears likely to arise, the Recipient must:
        1. immediately notify DNP 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
        2. take such steps as DNP may reasonably require to resolve or otherwise deal with that Conflict of Interest.
  2. Personnel

The Recipient must:

* + 1. ensure that the Personnel of the Recipient will perform work in relation to the Project in accordance with this Agreement; and
    2. where required to do so by DNP, promptly provide information to DNP regarding the qualifications and / or performance of any Personnel of the Recipient in relation to the Project.
  1. Appointment of subcontractors
     1. Any subcontractors approved by DNP at the Commencement Date, and any terms and conditions relating to their use, are identified in Item 5 of the Agreement Details.
     2. Despite any approval given by DNP, the Recipient is responsible for the performance of the Recipient’s responsibilities under this Agreement regardless of whether the Recipient has subcontracted any of its obligations.
     3. 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).
     4. If requested, the Recipient must promptly provide to DNP a copy of any contract relating to the Project.
  2. Delay
     1. Without limiting its obligations under clause , the Recipient must take all reasonable steps to minimise delay in undertaking or completing the Project.
     2. If the Recipient anticipates any delay in performing its obligations under this Agreement, it must notify DNP of that delay:
        1. if a force majeure event has or is likely to occur, in accordance with clause 17; or
        2. otherwise in accordance with clause .

1. Funds
   1. Payment of the Funds

Subject to Parliamentary appropriation and to the provisions of this Agreement, DNP agrees to pay to the Recipient the Funds in accordance with the Milestone Schedule.

* 1. Use of the Funds

Funds provided under this Agreement:

* + 1. must only be used for the purposes of carrying out the Project and performing this Agreement;
    2. must not be used to cover the cost of any activities completed prior to the execution of this Agreement;
    3. must not, unless agreed by DNP in writing, be used to cover the cost of any activities commenced but not yet completed prior to the execution of this Agreement;
    4. are not to be applied towards administrative and other general costs of the Recipient unless any such costs are approved in writing by DNP or expressly included in the Project Budget;
    5. must not, unless the prior written approval of DNP has been obtained, be used in a manner which is inconsistent with the Project Budget;
    6. 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:
       1. providing a copy of this Agreement to a prospective financier; or
       2. indicating to prospective financiers that DNP has agreed to provide the Funds for the purposes of the Project; and
    7. may form part of an existing security held over the Recipient's assets provided a priority agreement is entered into between DNP, the Recipient and the Recipient's financier or holder of the existing security. The priority agreement must be on terms acceptable to DNP and must not allow the financier or holder of the existing security priority to the Funds.
  1. Amount of Funds capped

The amount of Funds to be contributed by DNP in relation to the Project will not exceed the maximum amount of Funds specified in Item 3.1 of the Project Particulars.

* 1. No liability for DNP

DNP accepts no liability for any debts incurred by the Recipient, any monies owing by the Recipient to its Personnel, any Project Budget or cost overruns or there being insufficient monies to complete the Project.

* 1. Management of Funds

The Recipient must:

* + 1. 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;
    2. if specified in Item 3.3 of the Project Particulars, ensure that the account referred to in clause 5.5(a) is:
       1. established solely for the purposes of this Agreement; and
       2. separate from the Recipient’s other operational accounts; and
    3. 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.
  1. Repayment of Funds

If:

* + 1. on expiry or on any earlier termination of this Agreement, any or all of the Funds:
       1. have not been spent or committed in accordance with this Agreement; or
       2. cannot, by reconciliation between the accounts and records maintained by the Recipient and the Project Budget, be shown, to the reasonable satisfaction of DNP, to have been spent or committed in accordance with this Agreement; or
    2. at any time DNP forms the reasonable opinion that any Funds have been used, spent or committed by the Recipient other than in accordance with this Agreement,

DNP may by written notice to the Recipient:

* + 1. require the Recipient to repay that part of the Funds, and the Recipient must repay to DNP the amount set out in the notice, within 20 Business Days of receipt of the notice;
    2. 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 DNP; or
    3. require the Recipient to use all or part of those Funds as DNP in its sole and unfettered discretion sees fit.
  1. Failure to repay Funds

At DNP’s absolute discretion, and without prejudice to any other rights available to DNP 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):

* + 1. DNP may require the Recipient to pay DNP Interest on the amount set out in the notice from the date it was due, for the period it remains unpaid; and
    2. the amount set out in the notice, and Interest owed under clause 5.7(a), will then be recoverable by DNP as a debt due from the Recipient.
  1. Project Generated Income

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

* + 1. return of the interest amount to DNP;
    2. that the interest amount is applied to Project expenses or costs where such application is consistent with the Project Budget; or
    3. offset of payment of Funds against the interest amount.

1. Taxes, duties and government charges
   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.

* 1. 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.

* 1. GST
     1. If specified in Item of the , and on the basis that the Funding paid under this Agreement is:
        1. of a non-commercial, funding nature;
        2. paid to a ‘government related entity’ for GST Act purposes; and
        3. 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.

* + 1. Unless otherwise indicated, any consideration for a supply made under this Agreement is inclusive of any GST imposed on the supply.
    2. 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.
  1. ABN
     1. The Recipient warrants that it has an ABN, which it has correctly quoted to DNP. The Recipient must:
        1. immediately notify DNP of any changes to the Recipient's GST status or ABN; and
        2. supply proof of its GST status, as and when requested by DNP.
     2. If the Recipient does not provide an ABN, then DNP will withhold from the payment an amount of 46.5 per cent or such other amount as determined by the Australian Taxation Office from time to time.

1. Other contributions
   1. Recipient Contributions and Other Contributions
      1. It is a condition precedent to the payment of the Funds under this Agreement that:
         1. the Recipient must provide the Recipient’s Contributions;
         2. if requested by DNP, the Recipient must provide DNP with written evidence that the persons specified in Item 4.2 of the Project Particulars 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
         3. the basis on which the Other Contributions are to be provided is satisfactory to DNP.
      2. 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 DNP’s ability to exercise its rights, under this Agreement.
      3. The Recipient must promptly notify DNP if the total value of the Recipient's Contributions or Other Contributions reduces, or if such a reduction is anticipated.
      4. If:
         1. DNP receives notice under clause 7.1(c);
         2. the Recipient does not provide the Recipient’s Contributions or provide them in time to enable completion of the Project; or
         3. the Recipient is not able to obtain the Other Contributions or obtain them in time to enable completion of the Project,

then DNP may, in its absolute discretion:

* + - 1. suspend payment of the Funds or an instalment of the Funds until the Recipient’s Contributions are provided or the Other Contributions are received;
      2. reduce the amount of the Funds, adopting the formula in clause 7.1(e), where R = the reduced amount; or
      3. terminate this Agreement in accordance with clause 19.1.
    1. 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, DNP may (without limiting its rights) require the Recipient to refund to DNP within 20 Business Days of a written notice from DNP, 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 Item of the .

* + 1. DNP may, in its absolute discretion reduce the amount of the Funds required to be repaid by the Recipient in accordance with clause to an amount lower than the amount determined by the formula prescribed in clause .
  1. Notification of additional other contributions

The Recipient must promptly notify DNP 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 Item 4 of the Project Particulars) and provide copies of any written arrangements entered into, or proposed to be entered into, in respect of such other funding or contributions if required.

1. Assets
   1. Purchasing of Assets
      1. 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 DNP, which may be subject to any conditions DNP may, in its absolute discretion, impose.
      2. 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.
2. Records, Reports and acquittals
   1. Records and accounts

The Recipient must:

* + 1. 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
    2. 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.
  1. 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 Outcomes.

* 1. Provision of records to DNP

The Recipient must:

* + 1. deliver information and other Material (including Reports) produced under or in connection with this Agreement and otherwise as reasonably required by DNP; and
    2. provide all information and other Material (including Reports) to DNP in accordance with the timeframes specified in this Agreement and otherwise promptly upon demand.
  1. Financial records

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

* + 1. all revenue and expenditure related to the Project to be identified in the Recipient’s accounts;
    2. the preparation of a Financial Information; and
    3. the Audit of those records.
  1. Reports
     1. Without limiting the Recipient's other obligations under this Agreement, the Recipient must provide to DNP the Reports in accordance with Item of the Project Particulars, and substantially in the form of the template specified by DNP from time to time (if any).
     2. If DNP notifies the Recipient that a Report submitted is not to DNP’s satisfaction, the Recipient must make the required amendments and resubmit the Report to DNP.
  2. Annual Report and Audit of Financial Information
     1. The Recipient must prepare an annual Report (including Financial Information) at the end of each financial year in which the Recipient has received, expended or retained Funds pursuant to this Agreement.
     2. The Recipient must engage, at its cost, a Qualified Accountant to certify the Financial Information of the Recipient.

1. Audit and access
   1. Right to conduct audits
      1. DNP or a representative may conduct audits relevant to the performance of the Recipient’s obligations under this Agreement.
      2. The Recipient acknowledges and agrees that DNP and any persons nominated by DNP may, at reasonable times and on giving reasonable notice to the Recipient:
         1. access and inspect the Recipient’s premises and any Assets, wherever they may be located, to the extent relevant to the performance of this Agreement; and
         2. 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 DNP.
      3. The Recipient must provide DNP with any reasonable assistance requested by DNP in relation to the exercise of its rights under this clause 10, and any inquiry into or concerning the Project or this Agreement including any administrative or statutory review, audit or investigation (whether within or external to DNP), any request for information directed to DNP, any judicial or quasi-judicial inquiry, and any inquiry conducted by Parliament or any Parliamentary committee.
   2. Auditor-General, Ombudsman and Commissioners

Without limiting clause 10.1, DNP’s rights under clause 10.1 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).

* 1. General
     1. Each party must bear its own costs of any inspections, reviews, audits and enquiries conducted pursuant to this clause 10.
     2. 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.
     3. 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.

1. Project Material and Intellectual Property Rights
   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.

* 1. Licensing of Project Material

All project outputs must be publicly released under a Creative Commons Attribution (CC-BY) Licence.

* 1. Project Material copies

On termination or expiry of this Agreement, or earlier if requested by DNP, the Recipient must promptly deliver a copy of all Project Material then in existence to DNP in an agreed format, or as otherwise directed by DNP.

* 1. Intellectual Property Rights warranties
     1. The Recipient warrants that anything done by the Recipient in the course of the Project, including in developing the Reports, will not infringe the Intellectual Property Rights or Moral Rights of any person.
     2. The Recipient further warrants that DNP 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 Project Material in a manner consistent with the Creative Commons Attribution (CC-BY) licence under which it was released.
  2. DNP Material

Intellectual Property Rights and title to DNP Material remains vested at all times in DNP. DNP grants to the Recipient a royalty-free, world-wide, non-exclusive licence (including a right of sublicense to subcontractors) to use, reproduce and modify DNP Material solely for the purposes of the Project. The Recipient must ensure that all DNP Material is used strictly in accordance with any conditions or restrictions specified by DNP from time to time.

1. Acknowledgement and Project Events
   1. Acknowledgement
      1. The Recipient must acknowledge, in the required form as set out in Item 6 of the Project Particulars, the support it has received from DNP in all publications, promotional and advertising Materials, signs or plaques displayed at the location where the Project is undertaken, at any Project Eventand otherwise at the times and in the manner as DNP directs from time to time.
      2. The Recipient must submit any documentation containing the required acknowledgment under Item of the Project Particulars to DNP 10 Business Days prior to publication or announcement of the event.
      3. If DNP requires amendments to a proposed form of words of a publication or announcement, the Recipient must make the required amendment before allowing the words to be published or announced.
      4. Notwithstanding DNP’s review or proposal of a revised form of words in accordance with this clause, the Recipient will at all times remain responsible for the content and accuracy of publications and announcements.
   2. Project Events

The Recipient must notify DNP of all Project Events.

* 1. Announcements

The Recipient must notify DNP, 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 DNP.

1. Confidential Information
   1. Confidential Information not to be disclosed
      1. Subject to clause , 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.
      2. In giving written consent to the disclosure of Confidential Information, DNP may impose such conditions as it thinks fit, and the Recipient must to comply with these conditions.
   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:

* + 1. disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
    2. disclosed to a party's internal management Personnel, solely to enable effective management or auditing of Agreement related activities;
    3. disclosed by DNP to the responsible Minister;
    4. disclosed by DNP, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
    5. shared by DNP within DNP's organisation, or with another Australian Government agency, where this serves the Australian Government's legitimate interests;
    6. authorised or required by Law, including under this Agreement, under a licence or otherwise, to be disclosed; or
    7. in the public domain otherwise than due to a breach of this clause 13.
  1. Obligations on disclosure

Where a party discloses Confidential Information to another person:

* + 1. pursuant to clauses (a), or , the disclosing party must:
       1. notify the receiving person that the information is Confidential Information; and
       2. not provide the information unless the receiving person agrees to keep the information confidential; or
    2. pursuant to clauses (c) and , the disclosing party must notify the receiving party that the information is Confidential Information.
  1. 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.

1. Personal Information
   1. When does this clause apply?

This clause 14 applies only if the Recipient deals with Personal Information when it conducts the Project.

* 1. Other definitions relating to Personal Information

In this clause 14, the terms **agency** and **Information Privacy Principles** (or **IPPs**) have the same meaning as they have in section 6 of the Privacy Act, and **subcontract** has the same meaning it has in section 95B(4) of the Privacy Act.

* 1. Recipient's obligations about Personal Information

The Recipient must:

* + 1. if it obtains Personal Information while conducting the Project or otherwise performing its obligations under this Agreement, use or disclose that Personal Information only for the purposes of this Agreement;
    2. comply with the IPPs as if the Recipient were an agency under the Privacy Act; and
    3. otherwise comply with the Privacy Act.
  1. Subcontractors

The Recipient must ensure that any subcontract entered into by it in relation to this Agreement places the same obligations about Personal Information on the subcontractor as this clause 14 places on the Recipient.

1. Indemnity and release
   1. Indemnity

The Recipient indemnifies DNP and continues to indemnify DNP against, all:

* + 1. Losses suffered or incurred by DNP, including as the result of any claim made in relation to:
       1. loss of or damage to third party property; or
       2. the injury, illness or death of a third party;
    2. loss of or damage to DNP’s property; or
    3. Losses suffered or incurred by DNP in dealing with any claim against DNP, including legal costs and expenses on a solicitor / own client basis and the cost of time spent, resources used, or disbursements paid by DNP,

arising from:

* + 1. any act or omission by the Recipient (including any of its Personnel) in connection with this Agreement;
    2. any breach by the Recipient (including any of its Personnel) of its obligations or warranties under this Agreement;
    3. 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
    4. the use by DNP of the Project Material, including the Intellectual Property and Moral Rights comprised in the Project Material.
  1. Release

The Recipient releases DNP from:

* + 1. all claims, actions, demands and proceedings which it may have, or claim to have, or but for this release might have had, against DNP arising out of this Agreement or in any way connected with the performance of this Agreement; and
    2. all liability of DNP arising out of this Agreement,

on and from the Commencement Date.

* 1. Proportional reduction of liability

The Recipient's liability to indemnify and release DNP 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 DNP (including its officers and employees) contributed to the relevant Loss.

1. Insurance
   1. Obligation to take out and maintain insurance
      1. 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.
      2. 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.
      3. 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.
      4. 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.
   2. Copies of insurance

The Recipient must, on request, promptly provide to DNP any relevant insurance policies and certificates of currency for inspection.

1. Force majeure events
   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.

* 1. Notice of force majeure event

When the circumstances described in clause  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.

* 1. Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause  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.

* 1. Consequences of termination

If this Agreement is terminated under clause :

* + 1. each party will bear its own costs and neither party will incur further liability to the other; and
    2. 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 .

1. Dispute resolution
   1. Dispute resolution

The parties must endeavour to resolve any dispute under this Agreement by mediation or other dispute resolution method before they commence legal proceedings (except proceedings for urgent interlocutory relief).

* 1. Obligations continue
     1. 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 18.2(b).
     2. If directed and notified in writing by DNP to do so, the Recipient must cease performing the obligations of the Recipient under this Agreement which are specified in DNP's notice until DNP issues a further written notice to the Recipient directing it to resume performance of those obligations.

1. Suspension or termination
   1. Termination for default

If:

* + 1. the Recipient repeatedly fails to comply with any timeframe under this Agreement;
    2. 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 DNP may at its sole and unfettered discretion specify in the notice) from DNP requiring the Recipient to do so;
    3. the Recipient fails to successfully deliver any of the Project Outcomes;
    4. DNP 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;
    5. 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;
    6. DNP is satisfied on reasonable grounds that a report (including a Report) given by the Recipient is significantly misleading, or substantially incomplete or inaccurate;
    7. there is an Insolvency Event; or
    8. the Recipient breaches any term or condition of any other funding agreement between the Recipient and an Australian Government agency,

DNP 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.

* 1. Potential Default
     1. 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:
        1. result in delay in meeting any requirement of the Project Plan;
        2. result in the Recipient not being able to achieve a Milestone within the timeframe specified in accordance with the Milestone Schedule; or
        3. give rise to a right of termination pursuant to clause with the giving of notice or the passage of time.
     2. The Recipient must notify DNP (in the form of the template provided by DNP if required) immediately upon becoming aware of a Potential Default.
     3. If DNP becomes aware of a Potential Default either through the receipt of notice from the Recipient under clause or by any other means, DNP 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 DNP has in relation to the rectification of the Potential Default or reduction in scope of the Project.
     4. 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 DNP's approval of the actions that the Recipient proposes to take to deal with the impact of the Potential Default (**Potential Default Plan**).
     5. If DNP is not satisfied with the Potential Default Plan or the Recipient subsequently fails to comply with the Potential Default Plan, DNP 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.
     6. No action taken by DNP pursuant to this clause will relieve the Recipient from, or alter or affect, the Recipient's liabilities or responsibilities whether under this Agreement or otherwise according to Law or prejudice DNP's rights against the Recipient whether under this Agreement or otherwise according to Law.
  2. Termination for convenience
     1. DNP may, at any time by notice, terminate this Agreement or reduce the scope of the Project and amount of the Funds immediately.
     2. Upon receipt of a notice of termination or reduction from DNP pursuant to this clause, the Recipient must cease carrying out the Project to the extent specified in the notice, take all available steps to minimise any Losses resulting from that termination or reduction and continue carrying out those parts of the Project not affected by the notice.
     3. Where there has been a termination under this clause 19.3, DNP will only be liable for:
        1. costs properly incurred in relation to the Project under this Agreement before the effective date of termination; and
        2. reasonable costs incurred by the Recipient and directly attributable to the termination.
     4. Where there has been a reduction in the scope of the Project, DNP'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.
     5. DNP 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 of the Project Particulars.
     6. The Recipient will not be entitled to compensation for loss of prospective profits.
     7. 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.
  3. Dealing with Funds on termination or suspension

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 DNP and must cease all other dealings with the Funds. The directions of DNP may be given at any time after the termination or during any period of suspension. If DNP does not provide any directions the Recipient must not deal with the Funds.

1. Notices and other communications
   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:

* + 1. 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
    2. hand delivered or sent by prepaid post or Electronic Communication to that address.
  1. 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:

* + 1. if hand delivered, on delivery;
    2. 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
    3. 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.

1. Work, Health and Safety
   1. Definitions
      1. In this clause 21:
         1. **Notifiable Incident** has the meaning given in section 35 of the WHS Act;
         2. **Regulator** means Comcare;
         3. **WHS Act** means the Work Health and Safety Act 2011 (Cth) and any corresponding WHS law within the meaning of section 4 of the WHS Act;
         4. **WHS Entry Permit Holder** has the meaning given in the WHS Act;
         5. **WHS Laws** means the WHS Act and WHS Regulations; and
         6. **WHS Regulations** means the regulations made under the WHS Act.
   2. Compliance with laws and our policies
      1. 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 the WHS Laws in respect of occupational health and safety.
      2. The Recipient must, in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors complies, with any of the DNP’s WHS policies as notified referred to, or made available, by DNP to the Recipient in writing.
   3. Notifiable Incidents and contraventions
      1. If the Recipient is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Project:
         1. 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 the Regulator, to DNP; and
         2. the Recipient must provide to DNP, within such time as is specified by DNP, 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.
      2. The Recipient must inform DNP of the full details of:
         1. any suspected contravention of the WHS Laws relating to the Project, within 24 hours of becoming aware of any such suspected contravention;
         2. 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;
         3. 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
         4. any proceedings against the Recipient or its officers, or any decision or request by the Regulator given to the Recipient or its officers, under the WHS Laws, within 24 hours of becoming aware of any such proceedings, decision or request.
   4. DNP’s premises

The Recipient agrees, when using DNP’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 DNP or as might reasonably be inferred from the use to which the premises or facilities are being put.

1. General provisions
   1. Survival of provisions
      1. Termination or expiry of this Agreement for any reason does not extinguish or otherwise affect any rights of either party against the other which accrued prior to the time of termination or expiry or otherwise relate to or may arise at any future time from any breach of non-observance of obligations under this Agreement which arose prior to the time of termination or expiry.
      2. Clause 1 (Definitions and interpretation), clause 5 (Funds), clause 9 (Records, Reports and acquittals), clause 10 (Audit and access), clause 13 (Confidential Information), clause 14 (Personal Information), clause 15 (Indemnity and release), clause 16 (Insurance), clause 19.3(c) (Liability of DNP), clause (Dealing with Funds on termination or suspension) and clause 22.6 (Relationship) survive the expiry or termination of this Agreement.
   2. Varying this Agreement
      1. Subject to the exceptions outlined in clause 22.2(b), this Agreement may only be varied in writing signed by each party.
      2. Variations to the Project Plan and Project Budget may be made in accordance with clauses 4.2 and 4.3 respectively.
   3. Assignment and novation
      1. 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.
      2. The Recipient must obtain DNP’s written consent before there is a change in control of the Recipient.
   4. Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

* 1. 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.

* 1. Relationship
     1. 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.
     2. This Agreement does not create a relationship of employment, agency or partnership between the parties.
  2. Disclosure of information

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

* 1. 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.

Schedule 1 – Agreement Details

| **Item No.** | **Description** | **Clause reference** | **Details** |
| --- | --- | --- | --- |
|  | **DNP details** |  | Director of National Parks  ABN 13 051 694 963 |
|  | **DNP Representative** |  | Position: Grants Officer  Phone: 02 6250 9433  Email: [abrs.grants@environment.gov.au](mailto:abrs.grants@environment.gov.au) |
|  | **Recipient details** |  | [***Insert name of Recipient***]  [***Insert ABN of Recipient***] |
|  | **Recipient Representative** |  | Name: [***insert name***]  Position: [***insert position***]  Phone: [***insert phone number*** ]  Fax: [***insert facsimile number***]  Email: [***insert email***] |
|  | **Subcontractors** |  | Not applicable. |
|  | **GST** | 6.3(a) | Clause 6.3(a) does not apply |
|  | **Specified Personnel** |  | [***Insert name of Principal Investigator***] (**Researcher**) |
|  | **Confidential Information** |  | DNP's Confidential Information: Not applicable  Recipient's Confidential Information: Not applicable |
|  | **Insurance** |  | As at the Commencement Date:   1. 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 2. 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 not less than $20 million in aggregate. |
|  | **Address for notices** |  | **DNP:**  Position: ABRS Grants Officer  Director of National Parks  Postal address: GPO Box 787, Canberra, ACT, 2601  Physical address: Australian National Botanic Gardens, Clunies Ross Street, Acton, ACT, 2601  Email: [abrs.grants@environment.gov.au](mailto:abrs.grants@environment.gov.au)  **Recipient:**  Name: [***insert name***]  Position: [***insert position***]  Postal address: [***insert postal address***]  Physical address: [***insert physical address***]  Email: [***insert email***] |

Schedule 2 – Project Particulars

1. Project (clause 4)
   1. Project title

[***Insert Project title.***]

* 1. Project description

[***Insert Project Summary from the application form***]

* 1. Project Outcomes

[***Insert Project Outcomes from Question 11 in application form.***]

* 1. Project activities

[***Insert Project Aim from Question 11 in application form.***]

1. Project Period

The Project Period commences on the Commencement Date and ends no later than **TBC**.

1. Funds (clause 5)
   1. Maximum amount of Funds

The maximum amount of Funds payable by DNP under this Agreement will be **$44,000 or $88,000** (inclusive of GST) or the lesser amount required to complete the Project.

* 1. Payment

The Funds will be paid on receipt of a valid and correctly rendered tax invoice at the times and in the manner specified in the Milestone Schedule.

* 1. Bank account

The Recipient is not required to comply with clause 5.5(b) and establish a separate bank account for the Funds.

1. Other contributions (clause 7)
   1. Recipient’s Contributions
      1. The total amount of the Recipient’s Contributions is $[***insert amount***] (inclusive of GST) and must be paid in accordance with the following table.

| No. | Recipient’s Contributions | Due date |
| --- | --- | --- |
|  | [Include details from budget table in application] | [***Include $ value inclusive of GST***]  Due over the life of the project |
|  | [Include details from budget table in application] | [***Include $ value inclusive of GST***]  Due over the life of the project |
| **TOTAL (GST inclusive)** | | [***Insert total amount (inc GST)***] |

* + 1. The total amount of the Recipient's Contribution must be fully set out in the Project Budget.
  1. Other Contributions
     1. The total amount of the Other Contributions is $[***insert amount***] (inclusive of GST) and must be paid in accordance with the following table.

| No. | Source of each Other Contribution | Amount of Other Contributions | Due date |
| --- | --- | --- | --- |
|  | [Include details from budget table in application] | [Include details from budget table in application including GST] | Over the life of the project |
|  |  |  |  |
| **TOTAL (GST inclusive)** | | | [***Insert total amount (inc GST)***] |

* + 1. The Project Budget must set out details of all Other Contributions the Recipient will receive from third parties.

1. Reports (clause 9)
   1. Overview

The Recipient must provide DNP the following Reports:

* + 1. Notification Reports, as specified in Item 5.3;
    2. Progress Reports, as specified in Item 5.4;
    3. Financial Reports, as specified in Item 5.5; and
    4. a Final Report, as specified in Item 5.6

by the due dates specified in Schedule 3 – Milestone Schedule.

* 1. Reporting of Indigenous participation and employment
     1. Where relevant, the Recipient must report on the number of Indigenous people either directly employed or subcontracted, and / or engaged as volunteers in the Project.
     2. The Recipient must report on Indigenous participation and employment:
        1. within 40 Business Days of the Commencement Date;
        2. in the annual Report; and
        3. in the final Report.
  2. Notification Reports
     1. The Recipient must provide DNP with Notification Reports, substantially in the form of the template provided by DNP (if any).
     2. The Recipient must provide each Notification Report by the due dates specified in Schedule 3 – Milestones Schedule.
     3. The Notification Report must include but need not be limited to, the following information for each Reporting period:
        1. Project performance information including:
           1. details of work undertaken and tasks (including Milestones) completed in the Reporting period and the amount of Funds expended during the Reporting period;
           2. if relevant, details of progress against the Project Plan, including monitoring, evaluation and reporting activities specified in the Project Plan; and
           3. a discussion and statement as to whether the timeframes and Milestones for the Project (and specifically during the Report period) 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 subsequent Milestones and the overall completion of the Project); and
        2. a statement as to whether the Project is proceeding within the Project Budget, and if it is not, an explanation of why the Project Budget is not being met and the action the Recipient proposes to take to address this.
  3. Progress Reports
     1. The Recipient must provide DNP with Progress Reports, substantially in the form of the template provided by DNP (if any).
     2. The Recipient must provide all Progress Reports by the due dates specified in Schedule 3 – Milestone Schedule.
     3. All Progress Reports must include but need not be limited to, the following Project performance information:
        1. a description of actual performance against the Project Outcomes;
        2. a detailed description of work undertaken during the reporting period; and
        3. a discussion and statement as to whether the timeframes and Milestones for the Project 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 subsequent Milestones and the overall completion of the Project).
  4. Financial Reports

The Recipient must provide to DNP by the due dates specified in Schedule 3 – Milestone Schedule, or if requested by DNP following the earlier termination of this Agreement

* + 1. a certificate signed by a representative of the Recipient with the authority to make representations on behalf of the Recipient stating whether:
       1. the Funds have been used for the purpose for which they were provided; and
       2. all terms and conditions of the Agreement were complied with; and
    2. the Financial Report certified by a Qualified Accountant.
  1. Final Report
     1. The Recipient must provide DNP with a Final Report, substantially in the form of the template provided by DNP (if any).
     2. The Recipient must provide a Final Report by the due date specified in Schedule 3 – Milestone Schedule or the earlier termination of this Agreement.
     3. The Final Report must include, but need not be limited to, the following:
        1. details of the operation, mechanisms and processes employed by the Recipient to conduct the Project;
        2. a description of the Recipient’s activities during the entire Project Period;
        3. if relevant, details of progress against the Project Plan, including monitoring, evaluation and reporting activities specified in the Project Plan;
        4. a discussion of the benefits and outcomes of the Project as a whole; and
        5. an evaluation of the Project including discussion of how successful the Project was in achieving the Program’s Objectives.

1. Acknowledgement (clause 12)

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

* + 1. at a minimum, in the following way:

“*The [****insert Project title****] is supported through funding from the Bush Blitz Programme, a partnership between the Australian Government, BHP Billiton Sustainable Communities and Earthwatch Australia”*; or

* + 1. in any other form required by DNP.

Schedule 3 – Milestone Schedule

Indicative Only

| **No.** | **Milestone description** | **Milestone date** | **Amount (including GST)** |
| --- | --- | --- | --- |
|  | Payment 1 – First Year  Signing of Agreement by DNP | Commencement Date | $TBC |
|  | Delivery of Notification Report to DNP | TBC | Not applicable |
|  | Acceptance of Notification Report by DNP | TBC | Not applicable |
|  | Payment 2 – Second Year  Payable only if all reports due on or before this date have been received | TBC | $TBC |
|  | Delivery of Financial Report to DNP | TBC | Not applicable |
|  | Acceptance of Financial Report by DNP | TBC | Not applicable |
|  | Delivery of Progress Report to DNP | TBC | Not applicable |
|  | Acceptance of Progress Report by DNP | TBC | Not applicable |
|  | Payment 3 – Final Year  Payable only if all reports due on or before this date have been received | TBC | $TBC |
|  | Delivery of Financial Report to DNP | TBC | Not applicable |
|  | Acceptance of Financial Report by DNP | TBC | Not applicable |
|  | Delivery of Progress Report to DNP | TBC | Not applicable |
|  | Acceptance of Progress Report by DNP | TBC | Not applicable |
|  | Completion Date | TBC | Not applicable |
|  | Delivery of Final Report to DNP | TBC | Not applicable |
|  | Acceptance of Final Report by DNP | TBC | Not applicable |

Execution page

**EXECUTED as an agreement**

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of the **Director of National Parks** ABN 13 051 694 963 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 institution name and ABN***] by a duly authorised representative who warrants that they have the authority to sign this Agreement on behalf of [***insert institution name***] |  | 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

[Insert Project Budget from application form]