**Grant Agreement**

**between the**

**National Disability Insurance Agency**

 **(ABN 25 61 475 104)**

**and**

**[Insert legal entity name of Grantee]**

 **(Insert ABN/ACN of Grantee)**

**For Empowering Participants: Information, Assistance and Connections Grants**

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1. **Parties to this Agreement**

The Grantee

|  |  |
| --- | --- |
| Full legal name of Grantee |  |
| Legal entity type  |  |
| Australian Company Number (ACN) |  |
| Australian Business Number (ABN) |  |
| Is the Grantee trustee of a Trust? |  |
| Name of Trust (if Grantee is trustee of a Trust) |  |
| Registered for Goods and Activity Tax (GST)? |  |
| Date from which GST registration was effective (if registered for GST) |  |
| Registered office  |  |
| Relevant business place (if different) |  |
| Telephone |  |
| Email |  |

National Disability Insurance Agency (NDIA)

Address: 13-19 Malop Street, Geelong, VIC 3220
ABN: 25 617 475 104

1. **Party representatives and address for notices**

Grantee's representative and address

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Address for notices |  |
| Business hours telephone |  |
| Mobile |  |
| E-mail |  |

NDIA’s representative and address

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Address for notices |  |
| Business hours telephone |  |
| Mobile |  |
| E-mail |  |

* 1. The Parties' representatives will be responsible for liaison and the day-to-day management of this Agreement, as well as accepting and issuing any written notices in relation to this Agreement.
1. **Key events and dates**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Event | Details |
| Agreement Start Date: | The date this Agreement is executed by the last party to do so.  |
| Activity Start Date: |  |
| Activity End Date: |  |
| Final Report Due: |  |
| Agreement End Date: |  |

* 1. This Agreement starts on the Agreement Start Date and ends on the Agreement End Date, unless terminated earlier.
	2. The Activity starts on the Activity Start Date and ends on the Activity End Date, unless terminated earlier.
1. **Purpose of the Grant**
	1. The purpose of the Grant is to improve the delivery of home and living supports by identifying, testing, and evaluating contemporary models of delivering home and living supports. This contributes to the achievement of Outcome 1 for the NDIA: To implement a National Disability Insurance Scheme that provides individual control and choice in the delivery of reasonable and necessary supports to improve the independence, social and economic participation of eligible people with disability, their families and carers, and associated referral services and activities.
	2. The objective of the Grant is to empower participants to exercise more informed choice about their home and living decisions, thereby improving choice and control for NDIS participants.
	3. This Agreement will be administered in accordance with the *Commonwealth Grants Rules and Guidelines 2017*.
2. **Activity**

The Activity

* 1. The Grantee agrees to carry out the Activity in accordance with this Agreement. The scope of the Activity is as follows: [TBD]

Key milestones that must be achieved

* 1. In delivering the Activity, the Grantee must achieve the following key milestones to the NDIA’s satisfaction to be eligible for the Grant payment (see clause 6):

[TBD]

|  |  |
| --- | --- |
| **Milestone** | **Due date** |
| Enter into the Agreement | The date this Agreement is executed by the last party to do so.  |
| Deliver Quarterly Progress Report |  |
| Deliver Quarterly Progress Report |  |
| Deliver Quarterly Progress Report |  |
| Deliver First Annual Progress Report |  |
| Deliver Quarterly Progress Report |  |
| Deliver Quarterly Progress Report |  |
| Deliver Quarterly Progress Report |  |
| Deliver Final Report |  |

* 1. The Grantee must promptly notify the NDIA if the Grantee becomes aware that it will be unable to achieve any milestone and advise the NDIA when it will be able to do so.
1. **Payment of the Grant**
	1. Subject to this clause 6, the NDIA will pay the Grant in accordance with the milestone payment table below:

|  |  |
| --- | --- |
| **Milestone** | **Grant payment amount (GST inc.)** |
| [Insert milestone] | [Insert milestone payment amount] |
| [Insert milestone]  | [Insert milestone payment amount] |
| [Insert milestone] | [Insert milestone payment amount] |
| [Insert milestone]  | [Insert milestone payment amount] |
| **Total: $[Insert total Grant amount] (GST inc.)** |

* 1. The NDIA may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.
	2. A notice under clause 6.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.
	3. The NDIA will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 6.2.
	4. The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.
1. **Invoicing**
	1. The Grantee must provide the NDIA with a Correctly Rendered Invoice for each milestone to be eligible for a Grant payment.
	2. Subject to clause 6, the NDIA will pay the amount of a Correctly Rendered Invoice to the Grantee within 20 calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
2. **Eligible costs**
	1. The Grantee can only spend the Grant on eligible expenditure the Grantee has incurred.
	2. Eligible expenditure items are:
* staff salaries and on-costs that can be directly attributed to the provision of the Activity as per the Agreement
* a portion of the cost of participating in the NDIA’s evaluation of the Activity
* the portion of operating and administration expenses directly related to the Activity as per the Agreement, such as:
	+ telephones
	+ computer/ IT/website/software
	+ insurance
	+ utilities
	+ postage
	+ stationery and printing
	+ accounting and auditing
	+ travel/accommodation costs
	+ assets as defined in the grant agreement terms and conditions that can be reasonably attributed to meeting agreement deliverables.
1. **Ineligible costs**
	1. The Grantee must not use the Grant for the following activities:
* purchase of land
* wages unrelated to the Activity
* major capital expenditure
* covering retrospective costs
* costs incurred in the preparation of a Grant application or related documentation
* subsidy of general ongoing administration of an organisation such as electricity, phone and rent
* major construction/capital works
* overseas travel, or
* activities for which Commonwealth, State, Territory or local government bodies have primary responsibility.
1. **Acknowledgements**
	1. The Grantee agrees to acknowledge the NDIA’s support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the NDIA reasonably specifies.
2. **Notices**
	1. Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.
	2. A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party’s representative.
	3. The NDIA may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee’s obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 39.
3. **Relationship between the Parties**
	1. A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.
4. **Subcontracting**
	1. The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
	2. The Grantee agrees to make available to the NDIA the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement or the Activity upon request.
	3. The Grantee must ensure that any subcontract entered into by the Grantee, for the purpose of fulfilling the Grantee’s obligations under this Agreement, imposes on the subcontractor the same obligations that the Grantee has under this Agreement.
	4. The Grantee acknowledges that subcontractors engaged by the Grantee to assist with the Activity are Personnel of the Grantee for the purposes of this Agreement.
5. **Spending the Grant**
	1. The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.
	2. The NDIA may ask the Grantee to provide a declaration that the Grant was spent in accordance with this Agreement and to report on any underspend of the Grant.
	3. The NDIA may ask the Grantee to provide an independently audited financial acquittal report. A financial acquittal report must verify that the Grantee spent the Grant in accordance with this Agreement.
6. **Compliance visits**
	1. The NDIA may visit the Grantee during or at the completion of the Activity to review the Grantee’s compliance with this Agreement. The NDIA will provide the Grantee with reasonable notice of any compliance visit.
7. **Repayment**
	1. If:
		1. any of the Grant has been spent other than in accordance with this Agreement,
		2. any of the Grant is additional to the requirements of the Activity, or
		3. the Grantee holds any of the Grant which it cannot use for the Activity because the NDIA has terminated this Agreement under clauses 23 or 24,

then the Grantee must repay that amount to the NDIA unless otherwise agreed by the NDIA in writing.

* 1. The amount to be repaid under clause 16.1 may be deducted by the NDIA from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the NDIA.
1. **Record keeping**
	1. The Grantee agrees to maintain records of the expenditure of the Grant.
2. **Intellectual Property**
	1. Subject to clause 18.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
	2. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
	3. The Grantee grants the NDIA a perpetual, non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material and Activity Material for NDIA Purposes.
3. **Confidentiality**
	1. The Parties agree not to disclose each other’s confidential information without prior written consent unless required or authorised by law or Parliament.
4. **Insurance**
	1. The Grantee must maintain adequate insurances, as specified by the NDIA in writing, for the duration of this Agreement and provide the NDIA with proof of those insurances when requested by the NDIA.
5. **Indemnities**
	1. The Grantee indemnifies the NDIA, its officers, employees and subcontractors against any claim, loss or damage arising in connection with the Activity.
	2. The Grantee ‘s obligation to indemnify the NDIA will reduce proportionally to the extent any act or omission involving fault on the part of the NDIA contributed to the claim, loss or damage.
6. **Dispute resolution**
	1. For any dispute arising under this Agreement, the Parties agree to comply with (a) to (e) of this clause 22 sequentially:
		1. The Parties’ representatives will try to settle the dispute by direct negotiation.
		2. If unresolved within 5 Business Days, the Party claiming that there is a dispute will give the other Party a notice setting out details of the dispute and proposing a solution. The date the dispute notice is issued will be the date of the notice (**Notice Date**).
		3. If the proposed solution is not accepted by the other Party within 5 Business Days of the Notice Date, each Party will nominate a more senior representative, who has not had prior direct involvement in the dispute. These more senior representatives will try to settle the dispute by direct negotiation.
		4. Failing settlement within 20 Business Days of the Notice Date, the NDIA will, without delay, refer the dispute to an appropriately qualified mediator selected by the NDIA or, at the NDIA’s discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within 20 Business Days of the Notice Date or such other period as agreed by the Parties.
		5. If the dispute is not resolved within 40 Business Days of the Notice Date, either Party may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
	2. Representatives for the Parties must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
	3. The Parties will each bear their own costs for dispute resolution. The Parties will equally share the costs of a mediator.
	4. Despite the existence of a dispute, the Grantee will continue their performance under this Agreement unless requested in writing by the NDIA not to do so.
	5. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.
7. **Termination or reduction for cause**
	1. The NDIA may terminate or reduce the scope of this Agreement by notice where it reasonably believes the Grantee:
		1. has breached this Agreement; or
		2. has provided false or misleading statements in their application for the Grant; or
		3. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
8. **Termination or reduction for convenience**
	1. The NDIA may terminate or reduce the scope of this Agreement by notice due to:
		1. a change in government policy; or
		2. a Change in the Control of the Grantee which the NDIA believes will negatively affect the Grantee’s ability to comply with this Agreement.
	2. The Grantee agrees on receipt of a notice of termination under clause 24.1 to:
		1. stop the performance of the Grantee's obligations as specified in the notice; and
		2. take all available steps to minimise loss resulting from that termination.
	3. In the event of termination under clause 24.1, the NDIA will be liable only to:
		1. pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
		2. reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the termination and are not covered by 24.3(a).
	4. The NDIA’s liability to pay any amount under this clause is subject to:
		1. the Grantee's compliance with this Agreement; and
		2. the total amount of the Grant.
	5. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.
9. **Conflicts of interest**
	1. If the Grantee or its Personnel have a Conflict of Interest (COI), may have a COI, or have a perceived COI, related to this Agreement, then the Grantee must:
		1. immediately report the details of the COI to the NDIA; and
		2. specify the COI in a COI management plan and submit the plan to the NDIA for approval within 3 Business Days of becoming aware of the COI. The COI management plan must include strategies to effectively manage the COI.
	2. The Grantee must implement, and must ensure that its relevant Personnel implement, the COI management strategies specified in the NDIA approved COI management plan.
	3. The Grantee must ensure that the COI management plan is kept up-to-date and must submit any amended COI management plan to the NDIA for approval.
	4. The Grantee must comply with any additional requirements notified by the NDIA from time to time in relation to the management of any COI.
	5. If the Grantee fails to comply with this clause 25, then the NDIA may terminate or reduce the scope of this Agreement in accordance with clause 23.
10. **Operation and Effect of the NDIS Act**
	1. The Grantee must not, and must ensure that its Personnel do not, do any act or engage in any practice in relation to Protected Agency Information that is a breach of, or an offence under, the NDIS Act. The Grantee acknowledges that any unauthorised use or disclosure of Protected Agency Information, and any offer to supply Protected Agency Information, is a criminal offence under the NDIS Act.
	2. The Grantee must not, and must ensure that its Personnel do not, obtain, record, disclose, supply, use or otherwise deal with Protected Agency Information in any way, except:
		1. for the purposes of performing obligations under this Agreement; and
		2. where permitted by the NDIS Act.
	3. The Grantee must comply, and must ensure that its Personnel comply, with the NDIA’s record management policy and operational guidelines with respect to any Protected Agency Information that comes into their possession or control in connection with this Agreement.
	4. The Grantee must implement, and must ensure that its Personnel implement, all reasonable measures to ensure the requirements of this clause 26 are met.
	5. The Grantee must notify, and must ensure that its Personnel notify, the NDIA if either the Grantee or the Grantee’s Personnel become aware that a disclosure of Protected Agency Information may be required by law. The Grantee must only disclose, and must ensure that its Personnel only disclose, such information where permitted by the NDIS Act, including section 67G of the NDIS Act.
	6. The Grantee must take, and must ensure that its Personnel take, all reasonable measures to ensure that:
		1. only authorised Grantee Personnel have access to Protected Agency Information, and
		2. Protected Agency Information is protected against misuse, interference, loss, unauthorised access, modification, and disclosure.
	7. The Grantee must immediately notify in writing, and must ensure that its Personnel immediately notify in writing, the NDIA of any loss or unauthorised use, modification or disclosure of Protected Agency Information, as soon as the Grantee or the Grantee’s Personnel become aware of a breach of any obligation concerning such information.
	8. The Grantee must notify in writing, and must ensure that its Personnel notify in writing, the NDIA of any investigation into a breach of, or an offence under, the NDIS Act in relation to Protected Agency Information.
	9. Upon written notice from the NDIA, the Grantee must destroy or permanently de-identify, and must ensure that its Personnel destroy or permanently de-identify, any Protected Agency Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.
	10. The Grantee indemnifies the NDIA in respect of any cost, loss or damage suffered or incurred by the NDIA arising out of or in connection with:
		1. a breach of the obligations of the Grantee under this clause 26, and
		2. any breach of the NDIS Act in relation to Protected Agency Information,

except to the extent that the cost, loss or damage is directly caused by a negligent or unlawful act or omission of the NDIA or any of its officers or employees.

* 1. The Grantee must ensure that its Personnel are fully aware of, and abide by, the NDIS Act and this clause 26 in the performance of the Activity.
1. **Privacy Act, Freedom of Information Act and Archives Act obligations and Notifiable Data Breaches**

Privacy Act

* 1. The Grantee and the Grantee’s Personnel must comply with the Privacy Act and must not do anything which, if done by the NDIA, would breach an Australian Privacy Principle as defined in the Privacy Act.
	2. The Grantee must comply with any directions, requests, guidelines, determinations or recommendations made by the Australian Information Commissioner or reasonably required by the NDIA to ensure compliance with the Privacy Act.

Freedom of Information Act

* 1. Where the NDIA has, under the FOI Act, received a request for access to a document created by the Grantee or in the Grantee’s possession, which relates to the performance of this Agreement, the NDIA may at any time by written notice require the Grantee to provide the document to the NDIA and the Grantee must, at no additional cost to the NDIA, promptly comply with the notice.

Archives Act

* 1. The Grantee must not destroy or arrange for, nor effect a transfer of custody or ownership of any Commonwealth record without the prior written approval of the NDIA and the National Archives of Australia.
	2. Where the NDIA and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth record by or to the Grantee, the Grantee must comply in every respect with the requirements of the Archives Act or guidelines issued by National Archives of Australia.
	3. The Grantee must comply with any direction given by the NDIA for the purpose of transferring Commonwealth records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth records.

Notifiable Data Breaches

* 1. The Grantee must ensure that if its Personnel become aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Grantee or the Grantee’s Personnel in connection with this Agreement, then the Grantee’s Personnel must notify the NDIA in writing as soon as possible, which must be within 3 days of becoming aware.
	2. The Grantee must ensure that its Personnel take any action reasonably directed by the NDIA.
	3. If the Grantee becomes aware that there are reasonable grounds to suspect that there may have been, or where the NDIA notifies the Grantee that there has been, an Eligible Data Breach in relation to any Personal Information held by the Grantee or the Grantee’s Personnel in connection with this Agreement, then the Grantee must:
		1. notify the NDIA in writing as soon as possible, which must be within 3 days of becoming aware, unless the NDIA is already aware of the Eligible Data Breach;
		2. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
		3. unless otherwise directed by the NDIA, take all other action necessary to comply with the requirements of the Privacy Act; and
		4. take any other action as reasonably directed by the NDIA.
	4. The Grantee must ensure that its Personnel are fully aware of, and abide by, this clause 27 in the performance of the Activity.
1. **Disability Inclusion**
	1. The Grantee acknowledges, and must ensure that the Grantee’s Personnel acknowledge, that:
		1. the NDIA is committed to ensuring that the principles in the United Nations Convention on the Rights of Persons with Disabilities are implemented and that the NDIA is acting in compliance with the obligations in the Relevant Disability Laws; and
		2. one of the key principles of the NDIS is that people with disabilities should be supported in all their dealings and communications with the NDIA so that their capacity to exercise choice and control is maximised in a way that is appropriate to their circumstances and cultural needs (see sections 4(9) and 17A(2) of the NDIS Act).
	2. To assist the NDIA comply with its obligations under Relevant Disability Laws, the Grantee must do, and must ensure that the Grantee’s Personnel do, the following in connection with this Agreement:
		1. to the extent they apply to the Grantee, comply with all Relevant Disability Laws;
		2. provide all deliverables under this Agreement in a format that is compliant with the Web Content Accessibility Guidelines, as amended from time to time; and
		3. use its best endeavours to:
			1. create a welcoming workplace and foster an inclusive culture, where people with a disability feel valued and encouraged to participate, and
			2. attract, appoint, retain and develop employees with a disability.
2. **Child Safety and Working with Vulnerable Persons**
	1. **Working with Vulnerable Persons**
		1. This clause 29 applies to any part of the Activity that involves working, or contact, with Vulnerable Persons.
		2. The Grantee must:
			1. before engaging, deploying or redeploying any Personnel in relation to any part of the Activity that involves working or contact with a Vulnerable Person, and
			2. every 1 year after the Grantee’s relevant Personnel are deployed or redeployed in relation to any part of the Activity that involves working or contact with a Vulnerable Person,

do the following:

* + - 1. obtain a Police Check for the Grantee’s Personnel, unless otherwise agreed by the NDIA
			2. confirm that no applicable Commonwealth, State or Territory Law prohibits the Grantee’s Personnel from being engaged in a capacity where they may have contact with Vulnerable Persons
			3. comply with all other applicable Laws of the place in which that part of the Activity is being conducted in relation to engaging or deploying the Grantee’s Personnel in a capacity where they may have contact with Vulnerable Persons, including mandatory reporting and working with Vulnerable Persons checks however described
			4. if requested, provide the NDIA at the Grantee’s cost, an annual statement of compliance with this clause 29, in such form as may be specified by the NDIA
			5. comply with any other conditions required by the NDIA.
		1. If a Police Check indicates that any of the Grantee’s Personnel have a Serious Record, the Grantee must not deploy or redeploy those Personnel in relation to any part of the Activity that involves working or contact with a Vulnerable Person.
		2. The Grantee must:
			1. If a Police Check indicates that any of the Grantee’s Personnel have a Criminal or Court Record, not engage, deploy or redeploy those Personnel in respect of any part of the Activity that involves working with Vulnerable Persons unless the Grantee has conducted and documented a risk assessment for the relevant Personnel in accordance with this clause 29.
			2. Within 24 hours of becoming aware of any of the Grantee’s Personnel being charged or convicted of any Other Offence, or charged with any Serious Offence, comply with this clause 29 and conduct and document a risk assessment in accordance with clause 29.2 to determine whether to allow the relevant Personnel to continue performing any part of the Activity that involves working with Vulnerable Persons
			3. On becoming aware of any of the Grantee’s Personnel being convicted of a Serious Offence, comply with this clause 29 and immediately cease to deploy the relevant Personnel in relation to any part of the Activity that involves working or contact with a Vulnerable Person, and
			4. Notify the NDIA of the above matters.
	1. **Risk assessment**
		1. In undertaking the risk assessment under this clause 29.2 in respect of the Grantee’s relevant Personnel, the Grantee must take into account the following factors:
			1. whether the Criminal or Court Record is directly relevant to the role that they will or are likely to perform in relation to the Activity;
			2. the length of time that has passed since the charge or conviction and their record since that time;
			3. the nature of the offence pertaining to the charge or conviction and the circumstances in which it occurred;
			4. whether the charge or conviction involved Vulnerable Persons;
			5. the nature of the Activity which they are employed or engaged to perform and the circumstances in which they will or are likely to have contact with Vulnerable Persons;
			6. the particular role they are proposed to undertake or are currently undertaking in relation to the Activity and whether the fact they have a Criminal or Court Record is reasonably likely to impair their ability to perform or continue to perform the inherent requirements of that role;
			7. their suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to the Activity; and
			8. any other factors the NDIA requires the Grantee to take into account in conducting a risk assessment under this clause 29.2.
		2. After taking into account the factors set out above in respect of the relevant Personnel, the Grantee must undertake a risk assessment and prepare a risk assessment report, in a manner that the Grantee considers appropriate, that:
			1. determines whether any Personnel pose an unacceptable risk to Vulnerable Persons; and
			2. proposes such action as is appropriate to protect Vulnerable Persons, such as:
				1. not engaging, deploying or redeploying any Personnel in relation to the Activity or any part of the Activity;
				2. removing any Personnel from working in any position or acting in any capacity in relation to any part of the Activity that involves working or having contact with Vulnerable Persons;
				3. making particular arrangements or imposing conditions in relation to any Personnel’s role in relation to the Activity, or any part of the Activity, and, where relevant, any Personnel’s contact with Vulnerable Persons; and
				4. taking steps to protect the physical, psychological or emotional well-being of the Vulnerable Persons to whom the Activity relate.
		3. The Grantee must provide a copy of the risk assessment report to the NDIA within 10 Business Days of completing it.
		4. Notwithstanding the Grantee’s determination about, and proposed action in relation to, the Personnel as specified in the risk assessment report, the NDIA may, at its absolute discretion, require the Grantee to replace any Personnel with an alternative who is acceptable to the NDIA.
	2. **National Principles for Child Safe Organisations and other action for the safety of Children**
		1. For the purposes of this clause 29.3:
			1. ‘Child-Related Personnel’ means officers, employees, contractors, agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children.
			2. ‘National Principles for Child Safe Organisations’ means the National Principles for Child Safe Organisations, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: https://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations).
			3. ‘Working With Children Check’ or ‘WWCC’ means the process in place pursuant to any State, Territory or Commonwealth Law to screen an individual for fitness to work with Children.
		2. The Grantee agrees in relation to the Activity to:
			1. implement the National Principles for Child Safe Organisations;
			2. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
			3. complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
			4. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 31.3;
			5. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
				1. the National Principles for Child Safe Organisations;
				2. the Grantee’s risk management strategy required by this clause 29.3;
				3. all applicable Laws in force in any jurisdiction where any part of the Activity may be carried out relating to requirements for working with Children, including Working With Children Checks; and
				4. all Laws relating to mandatory reporting of suspected child abuse or neglect, however described.
		3. With reasonable notice to the Grantee, the NDIA may conduct a review of the Grantee’s compliance with this clause 29.3.
		4. The Grantee agrees to:
			1. notify the NDIA of any failure to comply with this clause 29.3;
			2. co-operate with the NDIA in any review conducted by the NDIA of the Grantee’s implementation of the National Principles for Child Safe Organisations or compliance with this clause 29.3;
			3. promptly, and at the Grantee’s cost, take such action as is necessary to rectify, to the NDIA’s satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 29.3.
1. **Workplace Gender Equality**
	1. This clause 30 applies only to the extent that the Grantee is a ‘relevant employer’ for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).
	2. The Grantee must comply with any applicable obligation in the WGE Act.
	3. If the Grantee becomes non-compliant with the WGE Act during the Agreement term, then the Grantee must notify the NDIA.
	4. Compliance with the WGE Act does not relieve the Grantee from its responsibility to comply with its other obligations under this Agreement.
2. **Modern Slavery**
	1. The Grantee must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Activity.
	2. If at any time the Grantee becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Agreement, the Grantee must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.
3. **Fraud**
	1. The Grantee must ensure its Personnel and subcontractors do not engage in any Fraud in relation to the Activity. If the Grantee becomes aware of:
		1. any Fraud in relation to the performance of the Activity, or
		2. any other Fraud that has had or may have an effect on the performance of the Activity,

then it must within 5 Business Days report the matter to the NDIA and all appropriate law enforcement and regulatory agencies. The Grantee must, at its own cost, investigate any Fraud in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

* 1. The NDIA may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.
	2. The Grantee agrees to provide the NDIA relevant information (including personal information) relating to the Grantee and its Personnel for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to the Agreement. When providing personal information of a natural person under this clause, the Grantee warrants it will have obtained the consent of, or provided reasonable notification to, the person in accordance with the Privacy Act. Nothing in this clause limits or derogates from the Grantee’s obligations under the Privacy Act.
1. **Anti-corruption**
	1. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
	2. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
		1. engage in an Illegal or Corrupt Practice; or
		2. engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).
	3. The Grantee agrees to inform the NDIA within 5 Business Days if the Grantee becomes aware of any Illegal or Corrupt Practice in relation to the performance of the Activity.
2. **Public Interest Disclosure**
	1. The Grantee must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledge that public officials, including the Grantee and its Personnel, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
	2. Information for disclosers is available at: <https://www.ombudsman.gov.au/Ourresponsibilities/making-a-disclosure>
3. **Where Grantee is trustee of a Trust**
	1. This clause 35 applies where the Grantee enters into this Agreement in its capacity as trustee of a Trust.
	2. In this clause 35, ‘Trust’ means the trust specified in the Parties to the Agreement section of this Agreement.
	3. The Grantee warrants that:
		1. it is the sole trustee of the Trust; and
		2. it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
		3. it has entered into this Agreement for the proper administration of the Trust; and
		4. all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
		5. it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.
4. **Assignment**
	1. The Grantee must not assign any rights under this Agreement without the NDIA’s written consent.
5. **Variation**
	1. This Agreement may be varied in writing only, signed by both Parties.
6. **Entire Agreement**
	1. This Agreement represents the Parties' entire agreement in relation to the Grant and the Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.
7. **Severability**
	1. As far as possible, all clauses of this Agreement will be construed as being valid and enforceable. If a court of competent jurisdiction deems any clause to be invalid, void or otherwise unenforceable, then that clause, or those clauses, will be severed and the rest of this Agreement will remain in force.
8. **Survival**
	1. Clauses 14, 16, 18, 19, 21, 25, 26, 27, 32, 33, 35 (if applicable) and 41 survive termination or expiry of this Agreement.
9. **Governing law**
	1. This Agreement is governed by the laws of Victoria.
10. **Definitions**
	1. In this Agreement, unless the contrary appears:
		1. **Activity** means the activities described in clause 5, which the Grantee must deliver to be eligible for the Grant.
		2. **Activity End Date** means the date specified in clause 3.
		3. **Activity Start Date** means the date specified in clause 3.
		4. **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
		5. **Agreement** means this agreement.
		6. **Agreement End Date** means the date specified in clause 3.
		7. **Agreement Start Date** means the date specified in clause 3.
		8. **Archives Act** means the *Archives Act 1983* (Cth).
		9. **Australian Privacy Principle** has the same meaning as in the Privacy Act.
		10. **Bank** means a body corporate that is an ADI (authorised deposit‑taking institution) for the purposes of the *Banking Act 1959* (Cth).
		11. **Business Days** means a day that is not a Saturday, a Sunday or a public holiday or Bank holiday in the place concerned, and also excludes the period between Christmas Day and New Year’s Day.
		12. **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
		13. **Child** means an individual under the age of 18 and ‘Children’ has a similar meaning.
		14. **Commonwealth record** has the same meaning as in the *Archives Act 1983* (Cth)
		15. **Conflict of Interest (COI)** means:
			1. a professional, commercial or personal relationship with a party who is able to influence the grant application selection process
			2. a professional, commercial or personal relationship with a person or party who is able to influence the administration of this Agreement
			3. a relationship with, or interest in, an organisation, which may interfere with the Grantee carrying out the Activity fairly and independently; or
			4. a relationship with, or interest in, a person or organisation that could obtain a personal benefit because the Grantee receives the Grant under this Agreement.
		16. **Correctly Rendered Invoice** means an invoice that:
			1. is correctly addressed and includes any reference advised by the NDIA and the name and specified contact details of the NDIA’s representative
			2. relates only to the milestones that have been accepted by the NDIA in accordance with the Agreement
			3. is correctly calculated and charged in accordance with the Agreement
			4. is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the total value of the Grant, and
			5. is a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
		17. **Criminal or Court Record** means any record of any Other Offence.
		18. **Eligible Data Breach** has the meaning given in section 6(1) of the Privacy Act.
		19. **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
		20. **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
		21. **Freedom of Information Act** means the *Freedom of Information Act 1982* (Cth).
		22. **Grant** means the money, or any part of it, payable by the NDIA to the Grantee as specified in this Agreement and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
		23. **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors, subcontractors, agents, interns and volunteers.
		24. **Illegal or Corrupt Practice** means directly or indirectly:
			1. making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
			2. receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.
		25. **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968* (Cth)).
		26. **Law** includes:
			1. any law in force applying to the provision of the Activity or this Agreement
			2. the common law and equity
			3. any statute, act of Parliament, proclamation, order, regulation, rule, bylaw, ordinance, subordinate legislation or other regulatory measures; and
			4. any certificate, licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is issued under an instrument referred to in the above bullet point.
		27. **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
		28. **Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).
		29. **NDIA** means the National Disability Insurance Agency (ABN 25 61 475 104) and includes where relevant, its officers, employees, contractors and agents.
		30. **NDIA Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
		31. **NDIS** means the National Disability Insurance Scheme.
		32. **NDIS Act** means the *National Disability Insurance Scheme Act 2013* (Cth).
		33. **Other Offence** means, in relation to any of the Grantee’s Personnel, a conviction, finding of guilt, on the-spot fine for, or court order relating to:
			1. an apprehended violence or protection order (howsoever described) made against any of the Grantee’s Personnel
			2. one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property
			3. a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or any other prohibited substance
			4. a crime or offence involving violence against or the injury to, but not the death of, a person
			5. a crime or offence involving dishonesty that is not covered by the definition of ‘Serious Offence’; or
			6. an attempt to commit a crime or offence described above.
		34. **Party** means the Grantee or the NDIA.
		35. **Personal Information** has the meaning given in section 6(1) of the Privacy Act.
		36. **Personnel** means the Grantee’s officers, employees, contractors, subcontractors, agents, interns and volunteers.
		37. **Police Check** means a formal inquiry made to the relevant police authority in an Australian State or Territory that is designed to obtain details of any of the Grantee’s relevant Personnel’s criminal convictions or findings of guilt in all places (within and outside Australia) in which the Grantee knows the relevant Personnel have resided;
		38. **Privacy Act** means the *Privacy Act 1988* (Cth).
		39. **Protected Agency Information** has the meaning given in section 9 of the NDIS Act.
		40. **Relevant Disability Laws** means all laws, regulations, rules, charters and standards related to the involvement or engagement of persons with disabilities in an employment context including the following, as originally made or enacted and as amended from time to time:
			1. NDIS Act and related legislation
			2. *Disability Discrimination Act 1992* (Cth) and related legislation
			3. *Disability Services Act 1986 (Cth)* and related legislation
			4. Equal employment opportunity legislation including the *Workplace Gender Equality Act 2012* (Cth)
			5. *Workplace Health and Safety Act 2011* (Cth)
			6. *Fair Work Act 2009* (Cth)
			7. Other applicable State and Territory legislation including the *Human Rights Act 2004* (ACT) and the *Charter of Human Rights and Responsibilities Act 2006* (Vic)
			8. *Public Service Act 1999* (Cth) and related legislation.
		41. **Reporting Material** means all Materialwhich the Grantee is required to provide to the NDIA for reporting purposes and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
		42. **Serious Offence** means:
			1. a crime or offence involving the death of a person
			2. a sex-related offence or crime, including sexual assault (whether against an adult or Child), Child pornography, or an indecent act involving a Child
			3. fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial Activity, or
			4. an attempt to commit a crime or offence described above.
		43. **Serious Record** means a conviction or any finding of guilt regarding a Serious Offence.
		44. **Vulnerable Person** means:
			1. a Child, or
			2. an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.
		45. **Web Content Accessibility Guidelines** means the guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

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| Signed for and on behalf of the **National Disability Insurance Agency** (ABN 25 61 475 104) by its duly authorised delegate:  |
| Name of delegate:Position of delegate:Signature:Date: |
| Name of witness:Signature:Date: |

# Agreement Signing Page

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| Signed for and on behalf of **[Insert legal name of Grantee]** (Insert ABN/ACN of Grantee) in accordance with section 127 of the *Corporations Act 2001* (Cth):  |
| Name of director:Signature:Date: |
| Name of director/secretary:Signature:Date: |