

GRANT AGREEMENT



THIS AGREEMENT is made the day of 2016

BETWEEN

UOM COMMERCIAL LTD [ABN 53 081 182 685] of 442 Auburn Road, Hawthorn, Victoria, 3122 (University)

AND

RECIPIENT [insert details] (Recipient)

RECITALS

- A. This Records Access Documentation (RAD) Grant is provided as part of the Families and Children Program – Find and Connect Web Resource that is being funded through the Australian Government Department of Social Services (Grant Scheme).
- B. The Recipient applied for and has been successful in being approved to receive Funding. This agreement records the terms on which funding will be provided under the Grant Scheme.

NOW IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions will apply, except where the context otherwise requires:

“**Activity**” means the activities described in the Recipient’s application for Funding, described in Item 1 of Schedule A, a copy of which is attached to this agreement as Annexure 1.

“**Existing Material**” means Material developed independently of this Agreement that is incorporated in or supplied as part of the Reporting Material.

“**Funding**” means the amount specified in Item 2 of Schedule A.

“**Intellectual Property Rights**” means all copyright, patents, registered and unregistered trademarks, registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

“**Material**” includes documents, equipment, software, goods, information and data stored by any means including all copies and extracts of them.

“**Parties**” means the parties to this Agreement and their respective successors and permitted assigns, and “**Party**” means any one of them.

“**Reporting Material**” means all Material that the Recipient is required to provide to the University for reporting purposes as specified in the Grant Schedule.

“**Term**” means the term of this Agreement as set out in Item 3 of Schedule A.

- 1.2 Interpretation

- 1.2.1 The schedules, annexures and attachments form part of this document; and
- 1.2.2 Headings are for convenience only and do not alter interpretation.

2. TERM OF AGREEMENT AND ACTIVITY

Subject to clause 9, the Parties agree that this Agreement shall be effective for the Term.

3. PAYMENT OF THE GRANT

3.1 The University will pay the Recipient the full Funding amount in the week commencing 2 January 2017, subject to receipt of a valid tax invoice from the Recipient and the execution of this Agreement.

4. SPENDING THE GRANT

4.1 The Recipient must spend the Funding for the purpose of undertaking the Activity only.

4.2 If, in the University's reasonable opinion, any of the Funding has been spent other than in accordance with this Agreement or any amount of the Grant is unspent at the expiry or earlier termination of this Agreement, the Recipient agrees to repay that amount to the University, unless agreed otherwise.

5. OBLIGATIONS OF RECIPIENT

5.1 The Recipient must undertake the Activity in accordance with this Agreement, and must promptly advise the University if the Recipient will not or may not perform or complete the Activity.

5.2 The Recipient remains fully responsible for its obligations under this Agreement, including any activity undertaken by subcontractors.

5.3 The Recipient must provide to the University a Final Report as specified in Item 4 of Schedule A.

5.4 The Recipient will provide to the University a financial acquittal verifying the Grant was spent in accordance with Schedule A at the completion of the Activity.

6. OWNERSHIP OF ACTIVITY INTELLECTUAL PROPERTY

6.1 The Recipient will own the Intellectual Property Rights in any Material created undertaking the Activity.

6.2 The Recipient hereby grants to the University a non-exclusive, irrevocable, royalty-free licence to reproduce, publish, adapt or otherwise use the Reporting Material.

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

7. INDEMNITY

7.1 The Recipient agrees to indemnify the University, its officers, employees, and contractors against any loss, claim or damage arising in connection with the Activity.

7.2 The Recipient's liability to indemnify the University under clause 6.1 will be reduced proportionally to the extent that any negligent or unlawful act or omission or willful misconduct on the University's part contributed to the relevant loss, damage, expense, or liability.

8. DISPUTE RESOLUTION

8.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

8.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

8.3 The procedure for dispute resolution does not apply to action relating to urgent litigation.

9. TERMINATION

9.1 If the Recipient breaches this Agreement or if the University is of the reasonable opinion that:

9.1.1 the Activity is not proceeding satisfactorily; or

9.1.2 the Recipient has engaged or may engage in any conduct which, affects or may adversely affect the goodwill or reputation of the Recipient, the Activity or the University;

the University may, in its absolute discretion:

9.1.3 require the repayment to the University of the whole or part of the Funding as may be determined by the University; and/or

9.1.4 by written notice terminate this Agreement.

10. NOTICES

10.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity.

Any notice to be given by either Party will be in writing and forwarded to the other Party either by post or email. The address for notices is as set out in Item 5 of Schedule A or as last notified by the recipient in writing.

11. GOODS AND SERVICES TAX ("GST")

11.1 For the purposes of this clause 11, the value of supplies made by each Party under this Agreement is as follows:

(a) unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one party to the other under this Agreement has been calculated without regard to, and is exclusive of, GST;

(b) the consideration referred to in paragraph (a) shall be increased by the amount of any GST;

(c) the Party receiving any payment for a taxable supply under this Agreement shall provide to the Party making a payment for a taxable supply a tax invoice in respect of that payment; and

(d) the Party receiving any payment under this Agreement for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

12. MISCELLANEOUS

12.1 This Agreement is governed by the laws of the State of Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

12.2 This Agreement may only be amended in writing, signed by the Parties.

12.3 Clauses 1, 5, 6, 7, 8, 9 and 12 survive the termination or expiry of this Agreement.

12.4 The Parties are independent contracting parties, and nothing in this Agreement shall make any Party the agent or legal representative of the other for any purpose whatsoever, not does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

12.5 This agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of
UOM COMMERCIAL LTD) signature
by its authorised Officer)

) title

..... witness signature

..... witness print name

Witness

SIGNED for and on behalf of the
RECIPIENT by:)signature
)

) title

..... witness signature

..... witness print name

Witness

SCHEDULE A

ITEM 1: ACTIVITY

ITEM 2: FUNDING

[Up to \$15,000.00]

ITEM 3: TERM

This Agreement will commence from the date of the last Party signing this Agreement and terminate on the 30 June 2017.

ITEM 4: REPORTING REQUIREMENTS

A final report will be due on 7 July 2017.

Final report must contain the following information:

- A. Name of organisation in possession of the records;
- B. Name of organization responsible for authorizing access to the records (if different to Requirement A above)
- C. Contact point through which Care Leavers, their representatives, or other parties may request access to records;
- D. Standard access conditions or restrictions;
- E. Key metadata for documented records (i.e. who created the records, the date range, quantity, formats and types of records);
- F. Summary description of records – what purpose were they created for, and what sort of information do they hold;
- G. Availability of print or online finding aid (including catalogue lists or name indexes), or other discovery services that will assist people to identify materials that might be of interest to them.
- H. Specific aims as recorded in the original application
- I. Explanation of any deviation from the original aims
- J. Any other comments

ITEM 5: NOTICES

UOM COMMERCIAL LTD:

Contractor's Representative: Marija Maher, Acting Chief Executive Officer,
UoM Commercial Ltd

Contractor's address for service: 442 Auburn Road, Hawthorn, Victoria, 3122
Tel (03) 8344 9674
E-mail ric-contracts@unimelb.edu.au

RECIPIENT:

Recipient's Representative: [Name], [Position], [Company/Entity Name]

Recipient's address for service: [Legal Address]
Tel
E-mail

ANNEXURE A

APPLICATION FOR FUNDING

Attached.