Department of Jobs, Skills, Industry and Regions

GRANT AGREEMENT

Victorian Medical Research Acceleration Fund – Precision Medicine

[Project Title

THE STATE OF VICTORIA
as represented by its
DEPARTMENT OF JOBS, SKILLS, INDUSTRY AND REGIONS

AND

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GRANT AGREEMENT

DATE

PARTIES

This Agreement is made between and binds the following parties:

Name: The Crown in right of the State of Victoria (**State**) as represented by its Department of Jobs, Skills, Industry and Regions (**Department**)

ABN: 83 295 188 244

Address: 121 Exhibition Street,
Melbourne VIC 3000

AND

Name: (**Recipient**)

ABN:

Address:

BACKGROUND

A. The State acting through the Department may make payment from monies appropriated by Parliament for the purposes of the economic development of Victoria.

B. The Recipient desires to carry out the Project and has applied for a Grant through the Victorian Medical Research Acceleration Fund (VMRAF) Precision Medicine to assist it with the Project.

C. In consideration of the Department providing the Grant to the Recipient for the purposes of the Project, the Recipient agrees to be bound by the terms of this Agreement.

D. This Agreement is legally binding upon the Recipient and the State.

GRANT TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

If used in this Agreement, unless the context requires otherwise:

Accounts means accounts, records and supporting data in relation to the Project;

Agreement means this Grant Agreement including the Grant Details, Schedules and all annexures;

Application Form means the application (including any attachments or supporting information) submitted by the Recipient on [insert application submission date] for a Grant under the VMRAF – Precision Medicine to assist with the Project, in the form and manner specified by the Department.

Audit Opinion means an audit opinion, which must be prepared in the form as notified and approved in writing by the Department, by a person who is not an officer or employee of the Recipient and:

(a) is a person who is registered as a company auditor under a Law in force in the State; or

(b) is a member of Chartered Accountants Australia and New Zealand or of CPA Australia;

Business Day means a day which is not a Saturday, Sunday or a public holiday in Victoria;

Capital Expenditure means expenditure on buildings, plant, equipment, tools or other items of a capital nature but does not include any recurrent or other costs which are not capitalised;

Change of Control means, in relation to the Recipient, a change in the effective control of the Recipient by way of a change to the:

(a) control of the composition of the Recipient's board of directors; or

(b) control of more than half of the voting power of the Recipient;

Chief Investigator means the overall lead researcher for the whole project who will have responsibility of managing the grant funding and will make decisions with regards to the project;

Co-Contribution Amount means an amount equal to or greater than the Grant Amount, as set out in Part A (Project Particulars) of the Grant Details.

Co-Contribution Funding means cash funding in the amount of the Co-Contribution Amount sourced by the Recipient for expenditure on this Project and excludes:

(a) the Grant funding under this Agreement; and

(b) In-kind contributions; and

(c) Grant funding from other State or Commonwealth Government programs awarded to the Applicant specifically for the purposes of supporting this project.

Collaborative Partner means the entity set out in the Grant Details and specified in the Recipient's application for this Grant;

Commencement Date means the date, if any, set out in the Grant Details;

Completion Date means the date set out in the Grant Details;

Confidential Information means details of the Grant, the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information provided by the Department or the State to the Recipient in the context of this Agreement or the Project;

Contract Manager means the person (however described) appointed by the Department as its representative for all communication and liaison with the Recipient for the purposes of this Agreement, and as notified by the Department to the Recipient from time to time;

Due Date means the date for the delivery of the Payment Deliverables by the Recipient as set out in Part C (Payment Terms) of the Grant Details;

Employees means full time or part time employees of the Recipient with respect to whom Victorian payroll tax is payable. For the purpose of calculating the number of employees:

(a) figures must be based on payroll details as at the last pay day in each month throughout the period of the calculation; and

(b) part-time employees are to be included on a pro rata basis by reference to their working hours (on a full time equivalent employee basis). Employees working in excess of standard full time hours shall only be counted as one employee;

Evidence means evidence to the satisfaction of the Department;

Facility means the facility or facilities at the Project Site;

Grant means any funds paid or to be paid by the Department to the Recipient, in accordance with the terms of this Agreement;

Grant Amount means the amount set out in the Grant Details;

Grant Details means the details of the Grant and the Project attaching to and forming part of this Agreement;

GST has the meaning given in the GST Law;

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*;

Intellectual Property includes business names, copyrights, and all rights in relation to inventions, patents, registered or unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Insolvency Event means the occurrence of any of the following:

(a) a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Recipient or any asset of the Recipient;

(b) a distress, attachment or other execution is levied or enforced upon or against any assets of the Recipient and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within ten (10) Business Days;

(c) an order is made for the administration, dissolution or winding up of the Recipient, or an application to the courts is made (and is not stayed or dismissed within twenty (20) Business Days after being made), or a resolution is passed for the administration, dissolution or winding up of the Recipient other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;

(d) the Recipient ceases or threatens to cease, to carry on its business or payment of its debts generally, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;

(e) the Recipient enters, or resolves to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;

(f) an inspector is appointed under any Law related to companies to investigate all or any part of the affairs of the Recipient in relation to a possible contravention by the Recipient of that Law and the appointment:

(g) is not withdrawn within ten (10) Business Days; and

(h) in the reasonable opinion of the Department, may have a material adverse effect;

(i) the Recipient is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable Law (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute);

(j) for a registered corporation under the *Corporations Act 2001* (Cth), a step taken under section 601AA, 601AB or 601AC of the *Corporations Act 2001* (Cth) to cancel its registration; or

(k) in relation to an entity subject to the laws of any jurisdiction other than a jurisdiction in Australia, something having substantially similar effect to any of the things described in paragraphs (a) to (h) occurs in connection with that entity under the laws of that jurisdiction;

Law means any law operating in Victoria under common law, equity or statute and including any applicable exchange listing rules, all regulations, by-laws, approvals and relevant requirements of any Commonwealth, State or local authority;

Lead Organisation means the Recipient;

Payment Deliverables means each of the documents and other deliverables set out in the Grant Details, required to be delivered to the Department prior to payment of any Grant instalment;

Payment Terms means the schedule of Grant instalments set out in the Grant Details;

Project means the project described in the Grant Details;

Project Assets means those assets of the Recipient, including equipment, tools or other items in Victoria, required for the Project;

Project Employees means Employees of the Recipient employed in direct connection with the Project but which excludes persons already employed by the Recipient in Victoria as at the date of this Agreement. For the purpose of calculating the number of Project Employees:

(a) all positions must be newly created positions which have not been transferred from the Recipient's existing operations, if any, in Victoria; and

(b) if the Recipient merges with, takes over or acquires the undertakings or business operations of another organisation, (other than just winning business from another operator), the number of employees of that organisation who are already employed in Victoria and are subsequently employed by the Recipient at the Facility shall not be included as Project Employees;

Project Expenditure means the sum of Capital Expenditure and other Project related non-capitalised expenditure incurred or to be incurred by the Recipient on the Project but does not include:

(a) usual operational expenditure, including existing staff costs, onboarding costs for staff, communications, travel, entertainment, vehicles, accommodation, and office computing equipment;

(b) routine replacement, maintenance or minor upgrade of plant and equipment;

(c) printing, stationery, postage, and bank charges;

(d) basic and routine professional services including legal and accounting fees;

(e) any amount paid on account of goods and services tax;

(f) costs related to preparing the grant application, preparing any project reports and preparing any project variation requests;

(g) building routine websites, sales and promotional activities, marketing or communications campaigns;

(h) retrospective funding for projects that have already been completed prior to receiving successful funding approval under this Grant;

(i) retrospective funding for projects that have already:

  (i) been completed prior to receiving an offer of grant funding under this VMRAF Precision Medicine Program; or

  (ii) commenced prior to receiving a successful funding approval under this VMRAF Precision Medicine Program, except in circumstances where the application of the funding can be demonstrated to effect a change of scope or acceleration of a project commenced prior to any funding approval;

(j) internal costs;

(k) resources;

(l) retrospective activities (except where agreed to in writing by the Department);

(m) salaries (except where this relates to new employees or expanded hours of existing employees that are working on the Project); or

(n) any other expenditure as determined by the Department in its sole and absolute discretion.

Project Outcomes means the expected outcomes of the Project, as specified in the Grant Details;

Project Site means the site or sites in Victoria where the Project is to be undertaken;

Recipient Commitments means each of the commitments, if any, given by the Recipient in respect of the Project and/or this Agreement set out in the Grant Details;

Refund Event means each of the events, if any, set out in the Grant Details;

Report means each report to be provided by the Recipient as set out in the Grant Details;

Required Insurances means each of the insurances, if any, set out in the Grant Details;

Solvent has the meaning given in the *Corporations Act 2001* (Cth);

Statutory Declaration means a Statutory Declaration in the form annexed to this Agreement (or such other form as may be approved in writing by the Department) and declared by a Director of the Recipient (or such other person as may be approved in writing by the Department); and

Tax Invoice has the same meaning as specified in the GST Law.

1.2 **Interpretation**

In this Agreement, unless the context requires otherwise:

(a) monetary references are references to Australian currency;

(b) the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross reference to a clause number is a reference to all its sub-clauses;

(d) words in the singular number include the plural and vice versa;

(e) words importing a gender (including neutral pronouns) include any other gender;

(f) a reference to the word "include" or "including" is to be interpreted without limitation;

(g) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(h) a reference to a person includes a partnership and a body whether corporate or otherwise;

(i) if the Recipient consists of more than one person those persons shall be jointly and severally bound under this Agreement;

(j) a reference to the Department includes any duly authorised officer or agent and its successor Government department and all references to the Department will be read and construed as references to the State;

(k) a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement;

(l) any uncertainty or ambiguity in the meaning of a provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision; and

(m) where this Agreement refers to a matter being to the ‘satisfaction’ of a party, this means to the satisfaction of that party in its absolute discretion.

2. TERM OF AGREEMENT

2.1 This Agreement will commence on the date of this Agreement and continue until the Recipient has completed all its obligations under this Agreement to the satisfaction of the Department unless terminated earlier by the Department.

3. PAYMENT OF GRANT AND CO-CONTRIBUTION

3.1 Subject to and in accordance with the terms of this Agreement, the Department will advance to the Recipient the Grant Amount in the instalments specified in the Payment Terms.

3.2 The Recipient must source the Co-Contribution Funding and commit and spend at least the Co-Contribution Funding on the Project.

3.3 Each Grant instalment is conditional upon the Recipient having provided to the Department each relevant Payment Deliverable including all Payment Deliverables applicable to any previous Grant instalment.

3.4 The Recipient must apply the Grant and any interest derived by the Recipient from Grant monies paid to the Recipient solely for the purposes of the Project.

3.5 If the Recipient fails to achieve any of the Payment Deliverables as specified in the Grant Details the Department is not obliged to advance any Grant instalment but may, in its absolute discretion, at the request of the Recipient, agree to a variation of this Agreement to enable an adjusted Grant instalment to be advanced having regard to:

(a) the amount of Capital Project Expenditure incurred by the Recipient on the Project;

(b) the number of Project Employees achieved by the Recipient;

(c) any other factors the Department deems appropriate.

3.6 Any amount advanced by the Department under clause 3.5 may be calculated as the Department deems appropriate in its absolute discretion.

3.7 The Department may, in its absolute discretion, extend any of the dates for the provision of the Payment Deliverables.

4. PROJECT

4.1 The Recipient must commence the Project by the Commencement Date and must complete the Project by the Completion Date. The Department may in its absolute discretion extend the Commencement Date or the Completion Date.

4.2 If the Recipient has not commenced the Project by the Commencement Date, the Department may by written notice immediately terminate this Agreement.

4.3 The Recipient must:

(a) exercise due care, skill and judgment in performing the Project;

(b) perform the Project in a timely manner in accordance with the Payment Deliverables and other Project milestones, if any;

(c) ensure that it has sufficient funds in addition to the Grant and Co-Contribution Funding to complete the Project on the scope proposed;

(d) spend the majority of the Grant Amount:

(i) in Victoria; and

(ii) on eligible Project Expenditure as outlined in the Recipient Commitments;

(e) remain responsible for all Project cost over-runs;

(f) cooperate with the Department at all times;

(g) fulfil each of the Recipient Commitments; and

(h) achieve the Project Outcomes.

4.4 The Recipient must promptly advise the Department if:

(a) there is or may be a delay to the Project;

(b) there is any change to the scope, estimated cost, project timeline, change of Chief Investigator or Lead Organisation of the Project;

(c) a potential, perceived or actual conflict of interest arises throughout the term of this Agreement; or

(d) there is any change to any other aspect of the delivery of the Project.

5. WITHHOLDING OR REFUND OF GRANT

5.1 Where the Department is of the opinion that the Recipient:

(a) has failed to fulfil or has breached any of its obligations under this Agreement;

(b) has not or is unlikely to perform or complete the Project in the manner contemplated in this Agreement;

(c) has engaged or may engage in any conduct which affects or may adversely affect the goodwill or reputation of the Recipient, the Project, the Department, a Minister, or the State; or

(d) is subject to an Insolvency Event,

the Department may, in its absolute discretion:

(e) withhold, suspend or cancel payment of the Grant;

(f) seek a refund of the whole or part of the Grant previously paid; and/or

(g) by written notice immediately terminate this Agreement.

5.2 Where the Department is of the opinion that continued association with the Project, or the Recipient may bring a Minister, the Department or the State into disrepute the Department may in its absolute discretion:

(a) withhold, suspend or cancel payment of the Grant; and/or

(b) by written notice immediately terminate this Agreement.

5.3 If, without the prior written consent of the Department, the Recipient:

(a) is subject to a Change of Control; or

(b) has undertaken a restructuring of its business or change to its legal status which has or may in the reasonable opinion of the Department adversely affect its ability to carry out its obligations under this Agreement,

the Department may, in its absolute discretion:

(c) withhold, suspend or cancel payment of the Grant; and/or

(d) by written notice immediately terminate this Agreement.

5.4 Where the Department is of the opinion that a Refund Event has occurred, the Department may, in its absolute discretion:

(a) by written notice immediately terminate this Agreement; and/or

(b) by written notice require the refund in whole or in part of any amount of the Grant previously advanced together with interest at a rate of 2% per annum above the rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* calculated from the date of the payment of the Grant to the date of refund.

5.5 Any amount of the Grant not expended or legally committed for expenditure by the Recipient in accordance with this Agreement, must be refunded to the Department within thirty (30) days of the Completion Date or, in the event of termination, within seven (7) days of the date of termination, unless otherwise approved in writing by the Department.

6. LOCAL JOBS FIRST POLICY

6.1 If the Local Jobs First Policy applies to this Agreement as indicated in Part A (Project Particulars) of the Grant Details, the terms and conditions set out in Schedule 1 form part of this Agreement.

7. FAIR JOBS CODE

7.1 If the Fair Jobs Code applies to this Agreement as indicated in Part A (Project Particulars) of the Grant Details, the terms and conditions set out in Schedule 2 form part of this Agreement.

8. REPORTS

8.1 The Recipient must provide to the Department:

(a) each of the Reports at the times specified in the Grant Details; and

(b) such other information as the Department may request from time to time in relation to the Project, the Recipient's activities and the expenditure of the Grant.

8.2 All Intellectual Property created in relation to the Project or in any Reports, documents or other material created for the purposes of or as a consequence of the Recipient performing or complying with its obligations under this Agreement, vest in the Recipient on creation.

8.3 The Recipient hereby grants to the Department a world-wide, non-exclusive, royalty free licence (including the right to sub-licence), to reproduce, publish, adapt, modify or otherwise use for non-commercial purposes the Reports and

any documents and other materials provided by the Recipient under this Agreement.

8.4 The Recipient warrants that any Intellectual Property used by it in connection with the Project and this Agreement (including any documents and other materials prepared for the purposes of the Project and this Agreement) are the sole property of the Recipient or the Recipient is legally entitled to use such Intellectual Property and is able to grant the licence under clause 8.3.

9. ACCOUNTS AND AUDIT

9.1 The Recipient must, within its accounting systems, account for the Grant and all Project Expenditure separately from other funds of the Recipient.

9.2 The Recipient must keep or cause to be kept proper Accounts in accordance with generally accepted accounting principles and as required by Law.

9.3 The Department will be entitled to audit all Project Expenditure and for that purpose the Recipient must:

(a) permit access to, inspection and copying of its Accounts by the Department or any person duly authorised by the Department;

(b) assist the Department in the conduct of the audit, including by answering any enquiries by the Department; and

(c) permit the Department to inspect the Project Site and Project Assets.

9.4 The Recipient must, if required, provide the Auditor General of Victoria with access to its Accounts.

10. GST

10.1 Each payment under this Agreement will be increased by an amount equal to any GST payable with respect to the Taxable Supply for which the payment is made provided that with each relevant claim for payment, the Recipient submits a valid Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable.

10.2 For the purposes of this Agreement, “Taxable Supply” means the obligations of the Recipient under the terms of this Agreement.

11. PUBLICITY

11.1 The Recipient must cooperate with the Department in relation to all publicity associated with the Grant.

11.2 The Department may publicise the benefits accruing to the Recipient and/or the State associated with the provision of the Grant and the State’s support for the Project. The Department may include the name of the Recipient and/or the Grant Amount in any publicity material and in the Department’s annual report.

11.3 If requested by the Department, the Recipient must ensure that the State’s support (except the Grant Amount) for the Project is acknowledged on all promotional materials and appropriate signage consistent with the Guidelines for Victorian Government Advertising and Communications (available at www.dpc.vic.gov.au) or as otherwise specified by the Department.

12. INDEMNITY

12.1 The Recipient indemnifies the Department, its officers, employees, and agents against any:

(a) cost or liability incurred by the Department;

(b) loss of or damage to the Department's property; or

(c) loss or expense incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on an indemnity basis and the cost of time spent, resources used, or disbursements paid by the Department;

arising from:

(d) any act or omission by the Recipient, or any of the Recipient's employees, agents, volunteers, contractors or subcontractors in connection with the Project or this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;

(e) any breach by the Recipient of this Agreement; or

(f) the use by the Department of the Reports or other material provided under this Agreement, including any claims by third parties about the ownership or right to use Intellectual Property in the Reports or material,

except to the extent that the Department or its officers, agents or employees has caused or contributed to such cost, loss, damage, or liability.

13. INSURANCE

13.1 The Recipient must maintain each of the Required Insurances, if any, described in the Grant Details.

14. CONFIDENTIALITY

14.1 The Recipient must not disclose or permit the disclosure of any of the Department's Confidential Information without written permission from the Department, except:

(a) to the Department or the State;

(b) where required under this Agreement including to the Recipient's legal and financial advisers on a confidential basis;

(c) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or

(d) where the disclosure is required by Law.

15. COMPLIANCE WITH LAWS

15.1 The Recipient must comply with all Laws including all applicable Commonwealth and Victorian equal opportunity, anti discrimination, affirmative action and privacy legislation.

16. NOTICES

16.1 Any notice, approval, consent or other communication from one party to another under this Agreement, must be addressed in writing to the other party and signed

by an authorised officer on behalf of the party giving it and must be delivered by hand, post, courier or email.

16.2 Notices will be deemed to have been given if:

(a) mailed, six (6) (or one, in the case of a next day delivery service) Business Days after posting;

(b) delivered, on the date of delivery;

(c) emailed, on receipt by the send of confirmation of receipt, except that a notice that is delivered or emailed after 5:00pm will be deemed to be received on the next business day.

17. DUTIES & TAXES

17.1 The Recipient must pay any stamp duty and any other taxes or imposts which may be payable in connection with this Agreement.

18. GENERAL

18.1 (**Entire Agreement**) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

18.2 (**Severance**) Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.

18.3 (**Waiver**) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce, or delay in enforcing, a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver, and a waiver of a breach will not be construed as a waiver of any subsequent breach whether of the same or a different nature.

18.4 (**Variation**) No agreement or understanding varying or extending this Agreement will be legally binding upon either party unless in writing signed by both parties.

18.5 (**Rights cumulative**) The Department’s rights under this Agreement are in addition to and do not exclude any other rights or remedies provided by Law.

18.6 (**Assignmen**t) The Recipient must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.

18.7 (**Counterparts**) This Agreement including any variations may be executed in counterparts. All counterparts together will constitute one instrument.

18.8 (**Negation of Employment, Partnership & Agency**) The Recipient must not represent itself, and must ensure that its employees, partners, agents or sub-

contractors do not represent themselves, as being the Department's or the State's employees, partners or agents.

18.9 (**No Further Funding**) Nothing in this Agreement is to be construed as creating any obligation, commitment or undertaking by the State or the Department to provide additional funding or assistance beyond that provided in this Agreement.

18.10 (**Survival**) Each of clauses 5,8, 9, 12 and **Error! Reference source not found.** will survive the expiration or earlier termination of this Agreement.

18.11 (**Electronic Execution**) The Parties hereby consent to the execution of this Agreement by electronic signature in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic) and, if applicable, the *Corporations Act 2001* (Commonwealth)

18.12 (**Governing Law & Jurisdiction**) This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the State of Victoria.

SIGNING PAGE

Executed as an Agreement.

SIGNED by *[insert name and title of person signing on behalf of the Department]* Department of Jobs, Skills, Industry and Regions for and on behalf of the **State of Victoria** in the presence of:)

Signature of WITNESS

Name of WITNESS

Date

[Note: Select signature block below for Recipient and delete others as appropriate. Ensure the name of the Recipient is the complete name of the legal entity. We recommend searching on ABN Lookup to ensure details are correct.]

[Signing by a company by two directors or one director and a company secretary]

SIGNED for and on behalf of ***[Insert name of Recipient (ABN XX)]*** in accordance with section 127 of the *Corporations Act 2001* by two of its Directors or a Director and a Company Secretary

Signature of DIRECTOR ←	Signature of DIRECTOR / SECRETARY ←
Name of DIRECTOR (print)	Name of DIRECTOR / SECRETARY (print)
Date	

[Signing by an incorporated association]

SIGNED for and on behalf of ***[Insert name of Recipient (ABN XX)]*** in accordance with section 38 of the *Associations Incorporation Reform Act 2012*

Signature of COMMITTEE MEMBER ←	Signature of COMMITTEE MEMBER / SECRETARY ←
Name of COMMITTEE MEMBER (print)	Name of COMMITTEE MEMBER / SECRETARY (print)
Date	

[Signing by a corporate trustee]

SIGNED for and on behalf of ***[Insert name of Recipient trustee (ACN XX)]*** as trustee of *[insert name of trust]* acting by the following persons in accordance with section 127 of the *Corporations Act 2001*:

←		←
Signature of DIRECTOR		Signature of DIRECTOR / SECRETARY
Name of DIRECTOR (print)		Name of DIRECTOR / SECRETARY (print)
Date		

[Signing by a local council]

SIGNED for and on behalf of *[Insert name of Recipient]* by its authorised delegate in accordance with the *Local Government Act 2020* in the presence of:

←	←
Signature of DELEGATE	Signature of WITNESS
Name of DELEGATE (print)	Name of WITNESS (print)
Date	

[Signing by a partnership]

SIGNED for and on behalf of *[Insert name of Recipient]* in the presence of:

←	←
Signature of PARTNER authorised to sign on behalf of the Partnership	Signature of WITNESS
Name of PARTNER authorised to sign on behalf of the Partnership (print)	Name of WITNESS (print)
Date	

GRANT DETAILS

PART A – Project Particulars

Grant Amount: (Clause 3)	[A Grant Amount of [insert Grant Amount of up to $125,000 (exclusive of GST) for Tier 1 or up to $500,000 (exclusive of GST) for Tier 2]
Minimum Co-Contribution Amount (Clause 4.3)	[A minimum Co-Contribution Amount of $[insert amount] (exclusive of GST)
Project: (Clause 4)	
Project Outcomes: (Clause 4)	•
Collaborative Partner(s):	[Note: name a Collaborative Partner or as set out in the Project Plan or as otherwise agreed between the parties].
Commencement Date: (Clause 4.1)	[Date this Agreement is signed.
Completion Date: (Clause 4.1)	[The date that is two (2) years after the Commencement Date.
Recipient Commitments (Clause 4.3)	The Recipient must: • (**Completion of Project**) complete the Project in accordance with this Agreement and the Project Plan by the Completion Date. • (**Project Expenditure**) spend at least $[insert the total of Grant Amount plus the Minimum Co-Contribution Amount] (exclusive of GST) (being the Grant Amount and the Co-Contribution Amount) on Project Expenditure on the Project by the Completion Date. • (**Collaborative Partner**) complete the Project with a Collaborative Partner in accordance with the requirements set out in the application submitted by the Recipient for this Project and this Agreement. • **(Local Jobs First Policy Commitments**) where applicable, comply with its Local Jobs First Policy Commitments set out in Schedule 1. • **(Promoting Gender Equality)** ensure the project team will consist of at least 50% of people who identify as women AND/OR will be led by a Chief Investigator who identifies as a woman.

	• **(Fair Jobs Code)** where applicable, comply with the Fair Jobs Code requirements set out in Schedule 2. • **(Activities)** meet milestones and objectives and deliver outcomes consistent with the Application Form as detailed in Project Plan.
Refund Events: (Clause 5.4)	The Recipient fails to: • (**Failure to Complete**) complete the Project in accordance with this Agreement and the Project Plan by the Completion Date. • (**Project Expenditure**) spend at least $[insert total of Grant Amount plus Minimum Co-Contribution Amount] (ex GST) (being the Grant Amount and the Co-Contribution Amount) on Project Expenditure on the Project by the Completion Date.
Required Insurances (Clause 13.1)	The Recipient must, at a minimum, for the term of this Agreement, maintain each of the following: • public liability insurance to a value of at least $20 million; and • professional indemnity to a value of at least $5 million.
Local Jobs First Policy (Clause **Error! Reference source not found.**)	☐ The Local Jobs First Policy is applicable to this Agreement. ☒ The Local Jobs First Policy is not applicable to this Agreement.
Fair Jobs Code (Clause **Error! Reference source not found.**)	☐The Fair Jobs Code is applicable to this Agreement. If ticked, the Fair Jobs Code is applicable to this Agreement and the provisions of Schedule 2 are incorporated into this Agreement. ☒ The Fair Jobs Code is not applicable to this Agreement.

PART B – Reporting Requirements

The Recipient must provide the following Reports to the Department, in a form and substance satisfactory to the Department, as follows:

1. ***Project Plan***

   A Project Plan should be provided in writing at the time specified in Part C (Payment Terms) of these Grant Details, using the form provided in Annexure B. Upon submission, the Department will have the opportunity to review and provide comments on the Project Plan. The Project Plan is subject to the Department's approval, which may be granted following consideration of the submitted Project Plan and any necessary amendments. The Project Plan may be amended from time to time with written agreement from the Department.

2. ***Project Status Report***

   A Project Status Report must be provided in writing at the times specified in Part C (Payment Terms) of these Grant Details, using the form provided in Annexure C.

3. ***Final Report***

   A Final Report must be provided in writing at the times specified in Part C (Payment Terms) of these Grant Details using the form provided in Annexure D.

PART C – Payment Terms

Each Grant instalment will be paid within thirty (30) days of receipt by the Department of each of the Payment Deliverables set out below in form and substance satisfactory to the Department.

Payment Deliverables must be provided no later than the relevant Due Date as described below.

Payment Deliverables	Instalment Amount	Due Date
Instalment 1: • (**Project Plan**) a Project Plan, as outlined in Part B of this Agreement, in the form provided in Annexure B. • (**Co-Contribution Funding**) evidence to the department's satisfaction that the Recipient has secured the Co-Contribution Funding.	[Insert Grant Amount of up to $125,000 (exclusive of GST) for Tier 1 or up to $500,000 (exclusive of GST) for Tier 2]	30 days after the Commencement date
Instalment 2: • (**Project Status Report**) a Project Status Report, as outlined in Part B of this Agreement, in the form provided in Annexure C.	Not applicable	DD/MM/YYYY
Instalment 3: • (**Statutory Declaration**) a Statutory Declaration (in the form provided in Annexure A). • (**Project Status Report**) a Project Status Report, as outlined in Part B of this Agreement, in the form provided in Annexure C.	Not applicable	DD/MM/YYYY
Instalment 4: • (**Project Status Report**) a Project Status Report, as outlined in Part B of this Agreement, in the form provided in Annexure C.	Not applicable	DD/MM/YYYY
Instalment 5 (Completion): • (**Statutory Declaration**) a Statutory Declaration (in the form provided in Annexure A). • (**Final Report**) a Final Report, as outlined in Part B of this Agreement, in the form provided in Annexure D. • (**Completion**) Evidence in writing (may be by email) confirming that the Project has been completed in accordance with this Agreement and the Project Plan.	Not applicable	30 days after the Completion Date

Payment Deliverables	Instalment Amount	Due Date
Total	[Insert Grant Amount of up to $125,000 (exclusive of GST) for Tier 1 or up to $500,000 (exclusive of GST) for Tier 2]	

SCHEDULE 1 – Local Jobs First Policy

NOT USED

SCHEDULE 2 – Fair Jobs Code

NOT USED

ANNEXURE A – Statutory Declaration

Instructions for completing a statutory declaration

Please complete the following form using the notes in the left-hand margin for guidance. More guidance on making statutory declarations can be found at www.justice.vic.gov.au.

When making the statutory declaration the declarant must say aloud:

I, *[full name of person making declaration]* of *[address],* declare that the contents of this statutory declaration are true and correct.

Insert the name, address and occupation (or alternatively, unemployed *or* retired *or* child*) of person making the statutory declaration.*

I,

make the following statutory declaration under the **Oaths and Affirmations Act 2018:**

Set out matter declared to in numbered paragraphs. Add numbers as necessary.

1. I am a Director of [*insert name of Recipient*] (**Recipient**).
2. The Recipient has complied with all of its obligations under the Grant Agreement dated [*insert date*] (**Agreement**) between the Recipient and the State of Victoria.
3. The Recipient has incurred [$#] of Project Expenditure with funds sourced from the Grant as at [*insert date*] in accordance with the terms of the Agreement.
4. The Recipient has incurred [$#] of Project Expenditure with funds sourced from Co-Contribution Funding on the Project as at [*insert date*] in accordance with the terms of the Agreement.
5. The Recipient has achieved the Project Outcomes as specified in the Agreement.*
6. The accounts relating to the Project as attached to this Statutory Declaration are true and correct.**

I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.

Signature of person making the declaration

Place (City, town or suburb)

Declared at ***in the state of Victoria**

Date

on

Signature of authorised statutory declaration witness	**I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:**
Date	on
Name, capacity in which authorised person has authority to witness statutory declaration, and address (writing, typing or stamp)	A person authorised under section 30(2) of the **Oaths and Affirmations Act 2018** to witness the signing of a statutory declaration.

Note: The person making the declaration as well as the authorised witness must initial each page of the statutory declaration if the declaration is comprised of more than one page, which includes any exhibits to the declaration.

**only required for final instalment.*

***Note: The Project accounts should, at a minimum, itemise the expenditure and, in relation to each item, describe the nature of expenditure, the amount, the connection to the Project and detail how that expenditure has been funded (either from the Grant or Co-Contribution Funding).*

CERTIFICATE IDENTIFYING EXHIBIT

[*Title of Agreement*]

This is the exhibit marked _____ (*title of document*) dated _____/_____/_____ (*date of document*) now produced and shown to me, _____ (*name of person making statutory declaration*), at the time of making my declaration on _____/_____/_____ (*insert date*).

_____
Signature of person making statutory declaration

_____
Signature of statutory declaration witness

_____

_____
_____

Address and capacity of authorised witness

[*state name of document: e.g.*
Exhibit "ABC-01"
Letter ABC
15.01.2019

ANNEXURE B – Project Plan Template

[Drafting note: Project Plan Template is to be provided when the Victorian Medical Research Acceleration Fund Precision Medicine Round (Program) Letter of Offer is accepted by the Recipient and will be attached here].

ANNEXURE C – Project Status Report Template

[Drafting note: Project Status Report Template is to be provided by the Department and will be attached here].

ANNEXURE D – Final Report Template

[Drafting note: Final Report Template is to be provided by the Department and will be attached here .