



**NSW RURAL DOCTORS NETWORK LTD trading as  
RDN Health  
ABN 52 081 388 810**

**STANDARD GRANT AGREEMENT  
Health Access Outreach Programs  
Eye and Ear Surgical Support (EESS)  
First Nations Health Outreach Services (FNHOS)  
Rural Health Outreach Fund (RHOF)  
Visiting Optometrists Scheme (VOS)**

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## Introduction

This Agreement sets out the standard terms and conditions applicable to all Health Access Outreach Programs funded by Commonwealths Department of Health, Disability and Ageing and administered by NSW Rural Doctors Network Ltd trading as RDN Health (RDN Health).

This Agreement must be read together with the Schedule. In the event of any inconsistency, the Schedule prevails to the extent of the inconsistency.

This Agreement applies to the delivery of the Activity as described in the Schedule.

## 1. Role of the Schedule

The Schedule forms part of this Agreement and sets out the specific details of the Activity, including scope, deliverables, reporting requirements, payment conditions and any additional program-specific obligations.

The Schedule must not duplicate or vary the provisions of this Agreement, except where expressly stated. In the event of any inconsistency between this Agreement and the Schedule, the Schedule prevails to the extent of the inconsistency. The Schedule must only include Activity-specific details.

## 2. Undertaking the Activity

2.1 The Grantee (being the entity identified in the Schedule as the subcontractor or contractor engaged by RDN Health) agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

2.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by RDN Health; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the [National Redress Scheme](#) set out under the relevant grant opportunity guidelines to receive the Grant.

## 3. Payment of the Grant

3.1 RDN Health agrees to pay the Grant to the Grantee in accordance with the Schedule.

3.2 Subject to any other Provision of this Agreement, a payment of the Grant will be made for an Activity within 30 days of the Grantee satisfying the preconditions specified in the Schedule for that payment.

3.3 Notwithstanding any other provision of this Agreement, RDN Health may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement;
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation; or
- (d) breached provision under another funding arrangement or agreement with RDN.

3.4 A notice under clause 3.3 will contain the reasons for any action taken under clause 3.2 and, where relevant, the steps the Grantee can take to address those reasons.

3.5 RDN Health will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 3.3 to RDN Health's reasonable satisfaction.

3.6 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the [Banking Act 1959](#) (Cth) to carry on banking business in Australia.

3.7 RDN Health may make payment contingent upon satisfactory performance, reporting and compliance with this Agreement and the Schedule.

#### **4. Acknowledgements**

4.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without RDN Health's prior written approval.

4.2 The Grantee must acknowledge the support of RDN Health and the Commonwealth in all materials, publications and communications related to the Activity in a form approved by RDN Health. The standard approved acknowledgement, unless otherwise notified by RDN Health, is "This service acknowledges the support provided by Outreach Programs administered by RDN Health and funded by the Commonwealth Department of Health, Disability and Ageing".

4.3 The Grantee agrees not to use the Commonwealth Coat of Arms or RDN Health's logo in connection with the Grant or the Activity without prior written approval.

#### **5. Notices**

5.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

5.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5.3 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

5.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

5.5 RDN Health 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 9.

#### **6. Relationship Between the Parties**

6.1 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.

## **7. Subcontracting**

- 7.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 7.2 The Grantee agrees to make available to RDN Health the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.
- 7.3 The Grantee agrees not to subcontract any part of the performance of the Activity without RDN Health's prior written consent. RDN Health may impose any conditions it considers reasonable and appropriate when giving its consent.
- 7.4 RDN Health may provide standing approval in the Schedule for specified subcontracting agreements.

## **8. Conflict of Interest**

- 8.1 Other than those which have already been disclosed to RDN Health, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.
- 8.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
- (a) notify RDN Health promptly and make full disclosure of all relevant information relating to the conflict; and
  - (b) take any steps RDN Health reasonably requires to resolve or otherwise deal with that conflict.

## **9. Variation, Assignment and Waiver**

- 9.1 This Agreement may be varied in writing only, signed by both Parties.
- 9.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without RDN Health's prior approval.
- 9.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting RDN Health.
- 9.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## **10. Taxes, Duties and Government Charges**

- 10.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 10.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 10.3 The Parties acknowledge and agree that they each:
- (a) are registered for GST purposes;
  - (b) have quoted their Australian Business Number to the other; and
  - (c) must notify the other of any changes to the matters covered by this clause.
- 10.4 The Grantee agrees that RDN Health will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

10.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

10.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 10.3 (a), 10.4 and 10.5 do not apply; and
- (b) the Grantee agrees to notify RDN Health in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 11. Spending the Grant

11.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

11.2 Where there is a Budget for an Activity, the Grantee agrees to only spend the Activity Funding that is specified in that Budget in accordance with that Budget.

11.3 Where there is a Budget for an Activity, the Grantee agrees to seek RDN's prior written approval for any transfer of Funding within the Activity's Budget.

11.4 A financial statement must be provided for each Activity as per the Schedule for the Activity

11.5 A statement under clause 11.4 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11.6 If Item B.7 or Attachment B of the Schedule specifies that a financial acquittal Report for an Activity must be audited, it must be audited by an Approved Auditor in accordance with all applicable Australian Auditing Standards and in accordance with any other audit requirements specified in Attachment B of the Schedule. Where the auditor is not independent, a certificate of funds usage must accompany the financial statement declaring the compliance to the periodic financial statement and the terms and conditions of the Agreement and Schedules and be signed by the Chief Executive Officer or relevant authorised person of The Organisation.

11.7 If a financial acquittal Report for an Activity is not required to be audited, RDN Health require the Grantee to provide it with a statutory declaration made in accordance with the [Statutory Declarations Act 1959](#) detailing the expenditure of the Funding for the Activity in accordance with the Agreement.

11.8 Where there is any inconsistency between the financial requirements set out in this clause and the Schedule, the Schedule prevails.

## 12. Repayment

12.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity.

then RDN Health may by written notice:

- (c) require the Grantee to repay that amount to RDN Health.
- (d) require the Grantee to deal with that amount as directed by RDN Health; or
- (e) deduct the amount from subsequent payments of the Grant.

12.2 If RDN Health issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice.
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) RDN Health may recover the amount and any interest under this Agreement as a debt due to RDN Health without further proof of the debt being required.

### 13. Record Keeping

13.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (c) enable all receipts and payments related to the Activity to be identified and reported.

13.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to RDN Health upon request.

### 14. Reporting

14.1 The Grantee agrees to provide the Reporting Material specified in the Schedule to RDN Health and must at a minimum, provide periodic performance and financial reports sufficient to demonstrate delivery of the Activity and appropriate use of the Grant.

14.2 In addition to the obligations in clause 14.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to RDN Health as reasonably required by RDN Health; and
- (b) comply with RDN Health's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

14.3 If RDN Health acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, RDN Health may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

14.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 14.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 9.1.

14.5 Except to the extent the Parties agree a variation under clause 9.1, clause 14.4 does not limit any of a Party's other rights under this Agreement.

14.6 The Grantee acknowledges that the giving of false or misleading information to RDN Health is a serious offence under the [Criminal Code Act 1995](#) (Cth).

### 15. Privacy

15.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the [Privacy Act 1988](#) (Cth);
- (b) not to do anything which, if done, would be a breach of an Australian Privacy Principle by the Commonwealth or RDN Health;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the [Privacy Act 1988](#) (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify RDN Health if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

## **16. Confidentiality**

16.1 The Parties agree not to disclose each other's or the Commonwealth's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

16.2 RDN Health may disclose the Grantee's confidential information where;

- (a) RDN Health is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) RDN Health is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) RDN Health is disclosing the information to its personnel or another Commonwealth agency where this serves RDN Health's legitimate interests.

## **17. Insurance**

17.1 The Grantee agrees to effect and maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

17.2 The Grantee agrees to provide proof of insurance to RDN Health upon request and within the time specified in the request.

## **18. Intellectual Property and Activity Material**

### **18.1 Intellectual Property**

18.1.1 Subject to clause 18.1.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

18.1.3 The Grantee provides the Commonwealth and RDN Health a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

18.1.4 The licence in clause 18.1.3 does not apply to Activity Material.

### **18.2 Intellectual Property in Activity Material**

18.2.1 The Grantee agrees, on request from RDN Health, to provide RDN Health with a copy of any Activity Material in the format reasonably requested by RDN Health.

18.2.2 The Grantee provides RDN Health a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

18.2.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause 18.2.2) will not infringe any third party's Intellectual Property Rights.

18.2.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by RDN Health in accordance with this Agreement, prior to that Material being provided to RDN Health.

### **18.3 Creative Commons Licence**

18.3.1 The licence in clause 18.1.3 and 18.2.2 includes a right for RDN Health to licence the Reporting and any Activity Material to the public under a Creative Commons Attribution licence (CC BY licence).

18.3.2 Nothing in this clause prevents the Grantee from using Activity Material for its internal purposes or ordinary business activities, provided such use does not conflict with this Agreement.

## **19. Access/Monitoring/Inspection**

19.1 The Grantee agrees to give RDN Health, or any persons authorised in writing by RDN Health:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

19.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause 19.1.

19.3 This clause 19 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## **20. Equipment and Assets**

20.1 The Grantee agrees to obtain RDN Health's prior written approval to use the Grant to purchase, maintain or lease any item of equipment or Asset.

20.2 Unless otherwise specified in the Schedule or agreed in writing, all Assets purchased using the Grant are owned by RDN Health but must only be used for the purposes of the Activity for the duration of the Agreement. RDN Health may direct the transfer, disposal or continued use of such Assets upon expiry or termination of this Agreement.

20.3 If the equipment is leased and a third party owns the Asset, the Grantee agrees to ensure that the terms of the lease, hire or other arrangement for the Asset are consistent with clause 20.4

20.4 Unless to the extent RDN Health agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. RDN Health may give its agreement subject to conditions and the Grantee must comply with any such conditions.

20.5 RDN Health agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence and to provide the register to the Grantee upon request.

20.6 On expiration or termination of the Agreement, any Asset will be dealt with RDN Health.

## **21. Relevant Qualifications, Licences, Permits, Approvals or Skills**

21.1 The Grantee must ensure that all personnel hold all required registrations, qualifications, licenses, accreditations and insurance (including, where applicable, AHPRA registration) necessary to perform the Activity.

## **22. Vulnerable Persons**

22.1 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person.
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person.
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause 22.2 remain current for the duration of their involvement in the Activity.

22.2 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has a:

- (a) Serious Record; or
- (b) Criminal or Court Record.

and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

22.3 In undertaking a risk assessment under clause 22.2, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons.
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity.
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time.
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity.
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

22.4 The Grantee agrees to notify RDN Health of any risk assessment it conducts under this clause and agrees to provide RDN Health with copies of any relevant documentation on request.

22.5 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify RDN Health; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify RDN Health and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## **23. Child Safety**

23.1 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and

- (b) ensure that Working With Children Checks obtained in accordance with this clause 23.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

23.2 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) 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;
- (d) 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 23.2;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause 23.2;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
  - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide RDN Health with an annual statement of compliance with clauses 23.1 and 23.2, in such form as may be specified by RDN Health.

23.3 With reasonable notice to the Grantee, RDN Health may conduct a review of the Grantee's compliance with this clause 10.

23.4 The Grantee agrees to:

- (a) notify RDN Health of any failure to comply with this clause 10;
- (b) co-operate with RDN Health in any review conducted by RDN Health of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause 10; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to RDN Health's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 10.

## **24. Commonwealth Material**

24.1 Nothing in this Agreement affects the ownership of Commonwealth Material.

24.2 The Commonwealth grants the Grantee a licence to use Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee agrees to return or destroy all copies of Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

24.3 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance or using and storing Commonwealth Material.

## **25. Jurisdiction**

25.1 This Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## **26. Grantee Trustee of Trust**

26.1 This clause applies only where the Grantee is acting as trustee of a trust.

26.2 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

26.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) 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
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) 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
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## 27. Fraud

27.1 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

27.2 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
  - (b) 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 RDN Health and all appropriate law enforcement and regulatory agencies.

27.3 The Grantee must, at its own cost, investigate any Fraud referred to in clause 27.2 in accordance with the [Australian Government Investigations Standards](#).

27.4 RDN Health 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.

27.5 This clause survives the termination or expiry of the Agreement.

## 28. Step-in Rights

28.1 If:

- (a) RDN Health issues a notice under clause 3.2;
- (b) an event in clause 30.3.1.c of the Agreement occurs; or
- (c) the Grantee requests that RDN Health exercise its rights under this clause

RDN Health may, at its discretion, give a notice to the Grantee that RDN Health intends to exercise its rights under this clause 28 and the date from which this notice will take effect (Step In Notice).

28.2 From the date specified in the Step-in Notice:

- (a) other than as directed by RDN Health, the Grantee will cease being responsible for the performance of the Activity;
- (b) RDN Health may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by RDN Health and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
- (c) RDN Health's obligation to pay the Grant is suspended; and
- (d) the Grantee agrees to provide all reasonable assistance and comply with any direction of RDN Health to enable RDN Health to exercise its rights under this clause and manage the Activity.

28.3 RDN Health may withdraw the Step-in Notice if in RDN Health's reasonable opinion:

- (a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
- (b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

28.4 RDN Health will by written notice advise the Grantee of:

- (a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by RDN Health in exercising its rights under this clause.

## **29. Grant Administrator**

RDN Health will act reasonably and proportionately in exercising its rights under this clause.

29.1 If RDN Health issues a notice under clause 3.2, RDN Health may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

29.2 RDN Health can appoint a Grant Administrator for any period and on any terms and conditions that RDN Health considers appropriate.

29.3 RDN Health will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why RDN Health has made the appointment, if RDN Health considers that providing such a summary is practicable and appropriate.

29.4 RDN Health may appoint more than one Grant Administrator at the same time.

29.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator.
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
- (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

29.6 A Grant Administrator that provides a report to RDN Health:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

29.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of RDN Health, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

## **30. Management Adviser**

RDN Health will act reasonably and proportionately in exercising its rights under this clause.

30.1 If RDN Health issues a notice under clause 3.2, RDN Health may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by RDN Health (Management Adviser), which may include:

- (a) advising the Grantee on:
  - i. the Grantee's operations and corporate governance arrangements;
  - ii. the management of the Activity;
  - iii. the management of the Grantee's personnel;
- (b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
- (c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and

(d) providing any other advice to the Grantee that RDN Health requires.

30.2 RDN Health will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

- (a) the proposed period of the appointment;
- (b) the proposed roles and responsibilities of the Management Adviser; and
- (c) if RDN Health considers it practicable and appropriate, a summary of reasons why RDN Health intends to make the appointment.

30.3 Without limiting RDN Health's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives RDN Health's notice of intention given pursuant to 30.2 to provide RDN Health with reasons why a Management Adviser should not be appointed.

30.4 Upon appointment of a Management Adviser, RDN Health shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

30.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.

30.6 A Management Adviser who provides a report to RDN Health in relation to the Grantee:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide Reports to RDN Health under this Agreement.

30.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of RDN Health, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

### **31. Indemnities**

31.1 The Grantee indemnifies RDN Health, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

31.2 The Grantee's obligation to indemnify RDN Health will reduce proportionally to the extent any act or omission involving fault on the part of RDN Health contributed to the claim, loss or damage.

### **32. Compliance with Legislation and Policies**

32.1 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

32.2 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of RDN Health's policies as notified in writing by RDN Health or made available via an authorised RDN Health repository.

### **33. Work Health and Safety**

33.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

33.2 If requested by RDN Health, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 33.1.

33.3 When using the Commonwealth's or RDN Health's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by RDN Health or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 34. Corporate Governance

34.1 The Grantee warrants to the extent applicable to its size, structure and legal form, that nothing in its Constitution (or equivalent governing documents) conflicts with its obligations under this Agreement.

34.2 The Grantee agrees to provide a copy of its Constitution to RDN Health upon request and inform RDN Health whenever there is a change in the Grantee's Constitution, structure or management.

34.3 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:

- (a) the person is an undischarged bankrupt.
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy.
- (c) the person has suffered final judgment for a debt, and the judgment has not been satisfied.
- (d) subject to Part VIIC of the [Crimes Act 1914](#) (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
  - i. that conviction is regarded as spent under paragraph 85ZM (2) (taking into consideration the application of Division 4 of Part VIIC);
  - ii. the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - iii. the person's conviction for the offence has been quashed.
- (e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to RDN Health in relation to any other grant; or
- (f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the relevant legislation.

34.4 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the [Corporations \(Aboriginal and Torres Strait Islander\) Act 2006](#) (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify RDN Health within 5 Business Days of the date of receipt of such a notice.

34.5 If the Grantee is registered under the [Corporations Act 2001](#) (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify RDN Health within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

34.6 If one of the events specified in 34.4 or 34.5 occurs, and without limiting clause 40, RDN Health may withhold payment of the Grant in accordance with clause 3.2 or suspend the Agreement in accordance with clause 39.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

### **35. Counterparts**

35.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

### **36. Rollover of Surplus and Uncommitted Funds**

36.1 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

36.2 RDN Health may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. RDN Health may give such approval subject to conditions.

36.3 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

36.4 This clause does not affect RDN Health's right to require the repayment of the balance of Surplus and Uncommitted Funds.

36.5 This clause survives the termination or expiry of the Agreement.

### **37. Secret and Sacred Indigenous Material**

37.1 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 43 excludes any Secret and Sacred Indigenous Material.
- (b) the definition of Reporting Material in clause 43 excludes any Secret and Sacred Indigenous Material.
- (c) the record keeping requirements in clause 13 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

37.2 The Grantee agrees to inform RDN Health of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to RDN Health due it being Secret and Sacred Indigenous Material.

### **38. Dispute Resolution**

38.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

38.2 Unless clause 38.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

38.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

38.4 Failing settlement by negotiation in accordance with clause 38.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

38.5 Each Party will bear their own costs in complying with this clause 38, and the Parties will share equally the cost of any third person engaged under clause 38.4.

38.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## **39. Reduction, Suspension and Termination**

RDN Health will act reasonably and proportionately in exercising its rights under this clause.

### **39.1 Reduction in Scope of Agreement for Fault**

39.1.1 If the Grantee does not comply with an obligation under this Agreement and RDN Health believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, RDN Health may by written notice reduce the scope of the Agreement.

39.1.2 The Grantee agrees on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by RDN Health; and
- (d) report on, and return any part of, the Grant to RDN Health, or otherwise deal with the Grant, as directed by RDN Health.

39.1.3 In the event of reduction under clause 39.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### **39.2 Suspension**

39.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and RDN Health believes that the non-compliance is capable of remedy;
- (b) RDN Health reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) RDN Health reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

RDN Health may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

39.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to RDN Health's reasonable satisfaction, or RDN Health reasonably concludes that the concern is unsubstantiated, RDN Health may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or RDN Health reasonably concludes that the concern is likely to be substantiated, RDN Health may reduce the scope of the Agreement in accordance with clause 39.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 39.3.

### **39.3 Termination for Fault**

39.3.1 RDN Health may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and RDN Health believes that the non-compliance is incapable of remedy or where clause 39.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- (d) in addition to clause 39.3.1(a), breached the requirements in subclause 2.3.

39.3.2 The Grantee agrees on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to RDN Health, or otherwise deal with the Grant, as directed by RDN Health.

## 40. Cancellation or Reduction for Convenience

40.1 RDN Health may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which RDN Health reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

40.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by RDN Health; and
- (d) report on, and return any part of, the Grant to RDN Health, or otherwise deal with the Grant, as directed by RDN Health.

40.3 In the event of reduction or cancellation under this clause, RDN Health will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

40.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

40.5 RDN Health's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

40.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 40.1.

40.7 RDN Health will act reasonably in exercising its rights under this clause.

## 41. Transition

41.1 If the Agreement is reduced in its scope or terminated under clause 39, the Grantee must at its own expense cooperate and give assistance as directed by RDN Health to enable the transition of some or all of the Activity to RDN Health or a third party nominated by RDN Health (**Successor**).

41.2 The assistance to be provided under clause 41.1 may include, among other things:

- (a) making available to RDN Health or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of RDN Health or any Successor to observe the performance of the Activity;
- (c) providing a briefing to RDN Health or any Successor personnel on the Activity;
- (d) transferring to RDN Health or any Successor:

- i. Activity Material specified in the Grant Details;
  - ii. Assets purchased with the Grant; and
  - iii. Records maintained under clause 13.1
- (e) facilitating the novation or transfer to RDN Health or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to RDN Health or any Successor on terms acceptable to RDN Health;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
- (h) any other matter specified in the Grant Details.

41.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 40.

## 42. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 11 (Spending the Grant);
- clause 12 (Repayment);
- clause 13 (Record keeping);
- clause 14 (Reporting);
- clause 15 (Privacy);
- clause 16 (Confidentiality);
- clause 17 (Insurance);
- clause 18 (Intellectual property);
- clause 39 (Reduction, Suspension and Termination);
- clause 42 (Survival);
- clause 43 Definitions; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## 43. Definitions

In this Agreement, unless the contrary appears:

**Aboriginal Person** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

**Aboriginal Tradition** has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

**Activity** means the activity described in the Grant Details and includes the provisions of Reporting Material

**Activity Completion Date** means the date or event specified in the Grant Details.

**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.

**Agreement** means the Grant Details, Supplementary Terms (if any), RDN Health Standard Grant Agreement and any other document referenced or incorporated in the Grant Details.

**Agreement End Date** means the date or event specified in the Grant Details.

**Asset** means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant.

**Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

**Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

**Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning.

**Child-Related Personnel** means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children.

**Commonwealth** means Commonwealth of Australia as represented by Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

**Commonwealth Material** means any Material:

- (a) provided by RDN Health to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, including the Material specified in 11.2, but does not include Reporting Material or Activity Material.

**Commonwealth Purposes** includes the following:

- (a) RDN Health verifying and assessing grant proposals, including a grant application;
- (b) RDN Health administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
- (c) RDN Health preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
- (d) RDN Health developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;  
but in all cases:
- (e) excludes the commercialisation (being for-profit use) of the Material by RDN Health.

**Constitution** means (depending on the context):

- (a) a company's, body corporates or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution.
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

**Criminal or Court Record** means any record of any Other Offence.

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

**Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

**Grant** means the money, or any part of it, payable by RDN Health to the Grantee for the Activity as specified in the Grant Details.

**Grantee** means the legal entity other than RDN Health specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

**Grant Details** means the document titled Grant Details that forms part of this Agreement.

**Indigenous Person** means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander.

**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*).

**Legislation** means a provision of a statute or subordinate legislation of RDN Health, or of a State, Territory or local authority.

**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.

**National Principles for Child Safe Organisations** means the [National Principles for Child Safe Organisations](#), which have been endorsed in draft form by Commonwealth Government and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government.

**Other Offence** means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person.
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance.
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c).

**Party** means the Grantee or RDN Health.

**Personal Information** has the same meaning as in the *Privacy Act 1988*.

**Police Check** means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in.

**Records** includes documents, information and data stored by any means and all copies and extracts of the same.

**Relevant Legislation** means Legislation in force in any jurisdiction where any part of the Activity may be carried out.

**Reporting Material** means all Material which the Grantee is required to provide to RDN Health for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

**Secret and Sacred Indigenous Material** means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition.

**Serious Offence** means:

- (a) a crime or offence involving the death of a person.
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child.
- (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
- (d) an attempt to commit a crime or offence described in (a) to (c).

**Serious Record** means a conviction or any finding of guilt regarding a Serious Offence.

**Standard Grant Agreement** means this document.

**Surplus and Uncommitted Funds** means surplus and uncommitted funds provided by RDN Health through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

**Torres Strait Islander** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

**Vulnerable Person** means 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.

**Working With Children Check or WWCC** means the process in place pursuant to **Relevant Legislation** to screen an individual for fitness to work with **Children**.