



Australian Government

**Department of Broadband,
Communications and the Digital Economy**

FUNDING DEED

IN RELATION TO THE DIGITAL SWITCHOVER LIAISON OFFICER
PROGRAM IN THE *[INSERT NAME]* SWITCHOVER AREA

COMMONWEALTH OF AUSTRALIA as represented by the
**Department of Broadband, Communications and the
Digital Economy**

ABN 51 491 646 726

AND

[INSERT NAME]

ABN *[INSERT NUMBER]*

CCR No:

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PARTIES

This Deed is made between and binds the following parties:

COMMONWEALTH OF AUSTRALIA (Commonwealth), represented by and acting through the Department of Broadband, Communications and the Digital Economy, ABN 51 491 646 726 ('Us', 'We', or 'Our' as the case requires)

AND

[INSERT NAME AND DETAILS], established as _____, ABN [insert number] ('You' or 'Your' as the case requires).

BACKGROUND

- A. We are committed to the Digital Switchover Liaison Officer Program and its implementation in the [Insert Name] switchover area(s). The main Objective of the Program is to prepare viewers of free-to-air television in each switchover area, and particularly groups with special needs, for a smooth transition to digital television by engaging with local residents, organisations and institutions at the community level. The Digital Switchover Liaison Officer will develop and undertake a range of community engagement strategies and other activities to provide support and information to local residents and target groups within the community who may face particular difficulties in switching over to digital television. The [insert name] switchover area(s) will switchover to digital television broadcasting only, with analog signals ceasing in [insert date]. A graphic representation of the [insert name] switchover area(s) is at Annexure A.
- B. You are committed to helping achieve the Program, through Your conduct of the Activity and the achievement of the Objective.
- C. As a result of this commitment, We have agreed to support the Activity and the achieving of the Objective by providing Funding to You, subject to the terms and conditions of this Deed.
- D. We are required by law to ensure accountability for public money, and to be accountable for all Funds provided by Us.
- E. You agree to accept the Funding for the purposes, and subject to the terms and conditions, set out in this Deed.

OPERATIVE PROVISIONS

In consideration of the mutual promises contained in this Deed, the Parties to this Deed agree as follows:

1. Interpretation

1.1. Defined Terms

1.1.1. In this Deed, unless the contrary intention appears:

ABN has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);

Activity means the activity described in Item A of the Schedule, which aims to fulfil one or more of the Objectives, and includes the provision of Activity Material;

Activity Generated Income means any income earned or generated by You from Your use of the Funding or Other Contributions including:

- a. interest earned from the investment of the Funds or Other Contributions;
- b. where the proceeds of insurance paid to You to replace an Asset exceed the amount actually paid by You to replace the Asset; and
- c. any income received by You as a result of Your use of an Asset that reflects the proportion of the total cost of acquiring the Asset that was met by the Funding;

Activity Material means any Material:

- a. created for the purpose of this Deed;
- b. provided or required to be provided to Us under this Deed; or
- c. derived at any time from the Material referred to in paragraphs a. or b.;

Activity Period means the period specified in the Schedule during which the Activity must be completed;

Adjustment Note has the meaning given in section 195-1 of the GST Act;

Annexure means any annexure to the Deed;

Approved Auditor means a person who is:

- a. registered as a company auditor under the *Corporations Act 2001*(Cth) or an appropriately qualified member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and
- b. not a principal, member, shareholder, officer, agent subcontractor or employee of Yours or of a related body corporate as defined in section 9 of the *Corporations Act 2001* (Cth);

Asset means any item of tangible property, purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Funds, which has a value of over \$5,000 inclusive of GST, but does not include Activity Material;

Auditor-General means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office;

Australian Accounting Standards refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

Australian Auditing Standards refers to the standards made by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investments Commission Act 2001* (Cth);

Budget refers to a budget for expenditure of the Funding, Your Contributions and Other Contributions for the purposes of conducting the Activity or performing obligations under this Deed, as stipulated in the Schedule;

Business Day means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

Code Monitoring Group has the same meaning as is given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005 and reissued June 2006;

Commonwealth means the Commonwealth of Australia;

Commonwealth Material means any Material:

- a. provided by Us to You for the purposes of this Deed; or
- b. derived at any time from the Material referred to in paragraph a., except for Activity Material;

Completion Date means, unless a date is specified in the Schedule, the day after You have done all that You are required to do under this Deed to Our satisfaction;

Conflict refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to conflict with or restrict You in performing the Activity fairly and independently;

Constitution means (depending on the context):

- a. company's constitution, which (where relevant) includes rules and any amendments that are part of the company's constitution; or
- b. in relation to any other kind of body:
 - i. the body's charter, rules 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;

Date of this Deed means the date written on the execution page of this Deed, and if no date or more than one date is written there, then the date on which this Deed is signed by the last Party to do so;

Deed means this document and includes any Schedules and Annexures;

Depreciated Value means the amount representing the reduction in value of an Asset calculated in accordance with Australian Accounting Standards;

Director means any of the following:

- a. a person appointed to the position of a director or alternate director and is acting in that capacity of a body corporate within the meaning of the *Corporations Act 2001* (Cth) regardless of the name given to their position;

- b. a member of the governing committee of an Incorporated Aboriginal Association under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- c. a member of the committee of an organisation incorporated pursuant to State or Territory laws relating to the incorporation of associations;
- d. a person who would be a director of the body corporate under paragraph a. if the body corporate were a body corporate within the meaning of the *Corporations Act 2001*;
- e. a person who acts in the position of a director of a body corporate;
- f. a person whose instructions or wishes the directors of a body corporate are accustomed to act upon, and not simply because of the person's professional capacity or business relationship with the directors or the body corporate; or
- g. a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate;

Dispose means to sell, licence, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts and 'Disposal' means the act of so disposing;

Existing Material means all Material, including the Material specified in the Schedule, in existence prior to the Date of this Deed:

- a. incorporated in;
- b. supplied with, or as part of; or
- c. required to be supplied with, or as part of,

the Activity Material;

Financial Year means each period from 1 July to the following 30 June occurring during the Activity Period, or any part of such a period occurring at the beginning or end of the Activity Period;

Funding or Funds means the amount or amounts (in cash or kind) payable by Us under this Deed as specified in the Schedule, and includes Activity Generated Income;

GST has the meaning given in section 195-1 of the GST Act;

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

Guidelines refers to the guidelines for the Program, if any, as described in the Schedule;

Input Tax Credit has the meaning given in section 195-1 of the GST Act;

Intellectual Property Rights includes:

- a. all copyright (including rights in relation to phonograms and broadcasts);
- b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and

- c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields

but does not include:

- a. Moral Rights;
- b. the rights of performers; or
- c. rights in relation to confidential information;

Interest means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953* (Cth), on a daily compounding basis;

Key Performance Indicators means the major indications of your performance of the Activity as set out in Item A of the Schedule;

Laws includes:

- a. Acts of the Commonwealth, the State(s) and Territory(s) in which the Activity will be undertaken, and any other relevant State or Territory;
- b. ordinances, regulations, by-laws, orders and proclamations or other instruments of legal effect made under those Acts referred to in paragraph a;
- c. directions by any person exercising statutory powers regarding the Activity; and
- d. all the requirements and standards of a government department, authority, agency or regulatory body that commonly applies in respect of the building or construction industry in any State or Territory where the Activity is carried out;

Material means the subject matter of any category of Intellectual Property Rights;

Milestone means a stage of completion of the Activity as set out in Item A of the Schedule;

Moral Rights includes the following rights of an author of copyright Material:

- a. the right of attribution of authorship;
- b. the right of integrity of authorship; and
- c. the right not to have authorship falsely attributed;

Objectives means the Program's objectives described in Item A of the Schedule which You must achieve by completing the Activity;

Other Contributions means financial or in-kind resources (with in-kind resources valued at cost), other than the Funding or Your Contributions, which are specified in the Schedule and are used by You for the Activity;

Party means a party to this Deed;

Personal Information has the same meaning as under the Privacy Act, which currently is information or an opinion (including information or an opinion forming part of a data base),

whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Principles refers to the principles of the Program, if any, as described in the Schedule;

Privacy Act refers to the *Privacy Act 1988* (Cth);

Privacy Commissioner means the Office of the Privacy Commissioner established under the *Privacy Act 1988* (Cth) and includes any other entity that may, from time to time, perform the functions of that Office;

Program means the part of Our operations specified in the Schedule under which We provide the Funding to You;

Qualified Accountant means a person who is a member of the Institute of Chartered Accountants in Australia or of CPA Australia or the National Institute of Accountants;

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

Related Entity has the same meaning as given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005 and reissued June 2006;

Report means Activity Material that is provided to Us for reporting purposes as stipulated in the Schedule;

Schedule refers to the schedule to this Deed and may include Annexures and incorporate other documents by reference;

Specified Personnel means the personnel (whether Your officers, employees or subcontractors), or people with specific skills, specified in the Schedule as personnel required to undertake the Activity or any part of the work constituting the Activity;

Tax Invoice has the meaning given in section 195-1 of the GST Act;

Taxable Supply has the meaning given in section 195-1 of the GST Act;

Term of this Deed refers to the period described in clause 2.2;

Undepreciated Value means the value of the Asset which has not been Depreciated;

Us, We and Our includes Our officers, delegates, employees and agents, and Our successors;

You and Your includes Your officers, employees, agents, volunteers and subcontractors, and Your successors;

Your Contributions means the financial or in-kind resources (with in-kind resources valued at cost), other than the Funding or Other Contributions, which are provided by You and are specified in the Schedule and are used by You for the Activity;

1.2. Rules of interpretation

1.2.1. In this Deed, unless the contrary intention appears:

- a. words in the singular number include the plural and words in the plural number include the singular;
- b. words importing a gender include any other gender;
- c. words importing persons include a partnership and a body whether corporate or otherwise;
- d. all references to clauses are to clauses in this Deed;
- e. all references to dollars are to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. a reference to an Item is to an Item in the Schedule;
- h. an uncertainty or ambiguity in the meaning of a provision of this Deed will not be interpreted against a Party just because that Party prepared the provision;
- i. reference to Australian Taxation Office rulings or internet sites includes those rulings or sites as amended, modified or repealed;
- j. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- k. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Precedence

1.3.1. The Schedule (and Annexures and documents incorporated by reference, if any) form part of this Deed. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this Deed;
- b. the Schedule;
- c. the Annexures, if any;
- d. documents incorporated by reference, if any;

then the material mentioned in any one of paragraphs a. to d. of this clause 1.3 has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

1.4. Debt and Interest

1.4.1. Any amount owed or payable to Us (including by way of refund), or which We are entitled to recover from You, under this Deed, including any Interest will, without prejudice to any other rights available to Us under this Deed, under statute, at

law or in equity, be recoverable by Us, at our discretion, as a debt due to Us by You without further proof of the debt by Us being necessary.

- 1.4.2. If We notify You that an amount is to be refunded or repaid to Us or dealt with as notified by Us and the amount is not refunded or repaid or dealt with as notified by Us within 20 Business Days, or as otherwise notified by Us, Interest will accrue and be payable by You, unless We notify You otherwise, on the amount outstanding after the expiry of the date it was due, until the amount is paid in full.
- 1.4.3. In respect to any obligation You may have under this Deed to pay Us any Interest, You agree that the Interest represents a reasonable pre-estimate of the loss incurred by Us.

2. Activity and Term of this Deed

2.1. Activity

- 2.1.1. You must carry out the Activity within the Activity Period and in accordance with this Deed (including any applicable Principles and Guidelines).
- 2.1.2. The Funding must be spent by You only for the Activity in accordance with this Deed.

2.2. Duration of term

- 2.2.1. Subject to Our right to extend the Term under clause 2.2.2 the Term of this Deed commences on the Date of this Deed and, unless terminated earlier, it expires on the Completion Date.
- 2.2.2. We may, in Our sole discretion, extend the Completion Date by up to 2 further periods each not exceeding 3 months on the terms and conditions then in effect, by giving written notice to You not less than 1 month before the end of the Term of this Deed.

2.3. Survival

- 2.3.1. The operation of clauses 5 [Management of Funding], 7 [Assets], 8 [Records], 9 [Reporting], 11 [Commonwealth Material], 12 [Intellectual property], 13 [Disclosure of Information], 14 [Protection of Personal Information], 15 [Indemnity], 16 [Insurance], 31 [Dispute resolution] and 36 [Review] survive the expiration or earlier termination of this Deed.
- 2.3.2. Clauses 18 [Access to premises and Records] and 23 [Acknowledgement and publicity] apply for the Term of this Deed and for a period of 7 years from the date of expiration or earlier termination of the Term of this Deed.

3. Other government funding

3.1. Receipt of other funding

- 3.1.1. No Funding will be paid for the conduct of an activity where You may be entitled to funding for the same or a similar activity from Us or another Commonwealth agency, or a State, Territory or local government.

- 3.1.2. If at any time before or during the term of this Deed You receive any funding (other than the Funding) from the Commonwealth, a breach at any time during the term of this Deed by You of the arrangement (whether contractual or statutory) under which You receive that Commonwealth funding may be regarded by Us as a breach of this Deed.
- 3.1.3. You must inform Us in writing within 20 Business Days of the Date of this Deed of any arrangement (whether contractual or statutory) under which You are entitled to receive funding from the Commonwealth and within 20 Business Days of entering into any arrangement (whether contractual or statutory) under which You are entitled to receive funding from the Commonwealth.

4. Payment

4.1. Making of payments

- 4.1.1. Subject to sufficient funds being available for the Program, and compliance by You with this Deed, We will provide You with the Funding at the times and in the manner specified in the Schedule.
- 4.1.2. Without limiting Our rights, We may withhold or suspend any payment in whole or in part until You have performed Your obligations under this Deed.
- 4.1.3. Notwithstanding any other provision of this Deed, any payments under this Deed may be deferred or suspended by Us:
- a. if You have amounts to be repaid or unacquitted moneys under any arrangement (whether contractual or statutory) with the Commonwealth, including between You and Us; or
 - b. if a Report provided by You is not accurate or complete or indicates that You currently have unspent Funds.
- 4.1.4. Notwithstanding such suspension or deferral of any payments, You must continue to perform any obligations under this Deed, unless We agree otherwise in writing.
- 4.1.5. Notwithstanding any other provision of this Deed, where We are satisfied that You do not have the capacity to adequately manage the Funding, We may immediately suspend, reduce or cease the release of Funding to You on providing You with notice of this decision, and You must refund the Funding to Us if required by Our notice.
- 4.1.6. We may, at Our sole discretion, set off or deduct from any Funding payable to You under this Deed any moneys that are payable to Us by You, whether in connection with this Deed or otherwise. Moneys that are payable to Us by You include any repayment or Interest under subclauses 1.4.2 and 5.5, whether or not a notice requiring repayment has been given in respect of that debt and whether or not the time provided under such a notice has expired.

5. Management of Funding

5.1. Conducting of Activity

- 5.1.1. Where We are satisfied that the Activity (or a part of the Activity) is unable to be performed by You in accordance with this Deed, We will notify You in writing of this decision and the Funding relating to the Activity (or that part of the Activity) must be refunded to Us as identified in Our notice.
- 5.2. Keeping of Funds
- 5.2.1. You must
- a. ensure that the Funds are held in an account in Your name, and which You solely control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
 - b. if it is specified in the Schedule, ensure that the account referred to in paragraph a. is:
 - i. established solely for the purposes of accounting for, and administering, any Funding provided by Us to You under this Deed; and
 - ii. separate from Your other operational accounts;
 - c. notify Us, prior to the receipt of any Funds, of details sufficient to identify the account;
 - d. provide written notification to the authorised deposit-taking institution at which the account is established that the Funds are funds held for the purposes of the Activity, and provide a copy of that notification to Us;
 - e. on notification from Us, provide Us and the authorised deposit-taking institution with a written authority for Us to obtain any details relating to any use of the account;
 - f. if the account changes, notify Us within 10 Business Days of the change occurring providing Us with details of the new account and comply with clauses 5.2.1 d and 5.2.1 e above in respect to the new account
 - g. unless You are a sole director company or an individual, ensure that as a minimum two signatories, who have Your authority to do so, are required to operate the account; and
 - h. identify the receipt and expenditure of the Funds separately within Your accounts and Records so that at all times the Funds are identifiable and ascertainable.
- 5.3. Financial Records
- 5.3.1. You must keep financial accounts and Records relating to the Activity so as to enable:
- a. all receipts and payments related to the Activity to be identified and reported in accordance with this Deed;
 - b. the preparation of financial statements in accordance with Australian Accounting Standards including:
 - i. an income and expenditure statement for the Financial Year to date compared with the Budget;
 - ii. a register of the Assets created, acquired, written-off or Disposed of during the Financial Year to date compared with the Budget; and
 - c. the audit of those accounts and Records in accordance with Australian Auditing Standards.

- 5.4. Use as security
- 5.4.1. Except with Our prior written approval, You must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of, any litigation:
- a. the Funds;
 - b. this Deed or any of Our obligations under this Deed; or
 - c. any Assets or Intellectual Property Rights in Activity Material.

5.5. Refunds

- 5.5.1. If, at any time We determine that:
- a. there remains an amount of Funding in the account referred to in clause 5.2.1. that has not been spent or legally committed for expenditure in accordance with this Deed;
 - b. Funds have not been spent in accordance with this Deed; or
 - c. Funds have not been acquitted to Our satisfaction;

then at Our discretion this amount must within 20 Business Days of a written notice from Us be refunded by You to Us or dealt with as notified by Us, or We may reduce further payments of Funding to You by up to this amount.

- 5.5.2. If at the completion of the Activity Period You have remaining Funds (which does not include those Funds legally committed for expenditure in accordance with this Deed and which fall for payment thereafter), You must seek Our written consent to retain the Funds and use them for purposes agreed by Us.
- 5.5.3. If We do not agree to You retaining the Funds under clause 5.5.2, You must return the Funds to Us within 20 Business Days of Our notice that You are to return the Funds.

5.6. Budget

- 5.6.1. You must only spend the Funds in accordance with the Budget.

5.7. Budget flexibility

- 5.7.1. You may spend the Funds on any separate expenditure item within the Budget, but You are to obtain prior written approval from Us for any transfer of Funds between expenditure items within the Budget which exceed a percentage of the total Budget as specified in the Schedule. The total amount of transfers in any Financial Year must also not exceed the percentage of the Budget specified in the Schedule.

5.8. No additional Funds

- 5.8.1. We are not responsible for the provision of additional money to meet any expenditure in excess of the Funds.

6. Your Contributions and Other Contributions

- 6.1. Your Contributions and Other Contributions
 - 6.1.1. You must provide Your Contributions and the Other Contributions for the Activity. Your Contributions must not include any amount that has been provided to You by a Commonwealth, State, Territory or local government.
- 6.2. Other Contributions
 - 6.2.1. You must get the persons identified in the Schedule to provide You with satisfactory written evidence that they will provide the Other Contributions, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions.
 - 6.2.2. The basis on which the Other Contributions are to be provided must be satisfactory to Us.
 - 6.2.3. You must provide a copy of each written confirmation required by clause 6.2.1. to Us within 10 Business Days of the Date of this Deed.
- 6.3. Conditions for Contributions
 - 6.3.1. If You are not able to provide Your Contributions, obtain the Other Contributions or provide them or obtain them in time to enable completion of the Activity, then We may:
 - a. suspend payment of the Funds or an instalment of the Funds (as the case may be) until the Other Contributions are received and/or You provide Your Contributions; or
 - b. terminate this Deed in accordance with clause 21 [Termination for default].
 - 6.3.2. Nothing in this clause derogates from Your obligation to perform the Activity in accordance with this Deed.
 - 6.3.3. You must notify Us within 10 Business Days of entering into any arrangement (whether contractual or statutory) under which You are entitled to receive any additional monetary or in-kind contributions in respect of the Activity that are not identified as Other Contributions in the Schedule. Any such additional contribution that You become entitled to receive after the Date of this Deed constitutes Other Contributions for the purposes of this Deed (and the Schedule is deemed to be varied accordingly) on the date on which You are required to notify Us of that contribution under this clause 6.3.3.

7. Assets

7.1. Acquisition of Asset

7.1.1. You must not use the Funding to acquire or create any Asset, apart from those detailed in the Schedule, without getting Our prior written approval. Approval may be given subject to any conditions We may impose.

7.2. Ownership of Asset

7.2.1. Unless it is specified in the Schedule that We or a third party own the Asset then, subject to this clause 7 and the terms of any relevant lease, You own any Asset acquired by You with the Funding, subject to:

- a. its continued use for the purposes of this Deed; and
- b. any requirement to transfer all or any of the Assets if You are required by Us to do so pursuant to this Deed.

7.3. Terms applicable to Asset

7.3.1. If We or a third party own the Asset, or the Asset is leased by You from a third party, then:

- a. if We or a third party own the Asset, clauses 7.6, 7.8.2 and 7.9 do not apply;
- b. if the Asset is leased, You must ensure that the terms of the lease are consistent with this clause 7, except for clauses 7.6, 7.8.2 and 7.9.

7.4. Use of Asset

7.4.1. During the Activity Period You must use any Asset in accordance with this Deed and for the purposes of the Activity.

7.5. Your responsibilities for Asset

7.5.1. Throughout the Term of this Deed, You must:

- a. not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 7, without Our prior written approval;
- b. hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
- c. maintain all Assets in good working order;
- d. maintain all appropriate insurances for all Assets to their full replacement cost noting Our interest, if any, in the Asset under this Deed;
- e. if required by law, maintain registration and licensing of all Assets;
- f. be fully responsible for, and bear all risks relating to, the use or Disposal of all Assets;
- g. maintain an Assets register in the form and containing the details as described in the Schedule; and
- h. as and when requested by Us, provide copies of the Assets register to Us.

7.6. Sale or Disposal of Asset during Term

7.6.1. If You Dispose of an Asset during the Term of this Deed (which must be with Our prior written consent and subject to any conditions We may impose) the greater of the following proportions must be accounted for and used as Activity Generated Income:

- a. the proportion of the sale proceeds from the Asset; or
- b. the proportion of the Undepreciated Value of the Asset,

that is equivalent to the proportion of the cost of the Asset that was funded from the Funding.

7.7. Loss, damage, etc of Asset

7.7.1. If any of the Assets are lost, damaged or destroyed, You must promptly reinstate the Assets including from the proceeds of the insurance and this clause 7 continues to apply to the reinstated Assets. The proportion of any surplus from the proceeds of the insurance, which reflects the proportion of the cost of the Asset that was funded by the Funding, must be notified to Us and accounted for and used as Activity Generated Income under this Deed.

7.8. Dealing with Asset

7.8.1. On expiry of the Activity Period or earlier termination of the Term of this Deed, We may require You to deal with an Asset as We may, at our sole discretion, notify You.

7.8.2. Subject to clause 7.8.1 if, on expiry of the Activity Period, or the earlier termination of the Term of this Deed, an Asset has not been fully Depreciated You must, as We may notify You:

- a. pay to Us within 20 Business Days after completion of the Activity or earlier termination of the Term of this Deed, an amount equal to the proportion of the Undepreciated Value of the Asset that is equivalent to the proportion of the cost of the Asset that was funded from the Funding;
- b. sell the Asset for the best price reasonably obtainable and pay to Us within 20 Business Days of the sale the proportion of the proceeds of the sale that is equivalent to the proportion of the cost of the Asset (less an amount equal to the reasonable Disposal costs incurred by You) that was funded from the Funding; or
- c. continue to use the Asset for the purposes, and in accordance with any conditions, notified by Us.

7.9. Failure to make payment

7.9.1. Amounts payable to Us under clause 7.8.2 form part of the Funds and are recoverable as such.

7.10. Our approvals

7.10.1. Our approvals under clause 7 will not be unreasonably withheld. A decision as to whether an approval will be provided will be made within a reasonable time of the request.

8. Records

8.1. Keeping Records

8.1.1. You must create and maintain full and accurate accounts and Records of the conduct of the Activity including, without limitation, progress against the Milestones, the receipt and use of Funding, Other Contributions (if any), Your Contributions (if any), the creation, acquisition and Disposal of Assets and the creation of Intellectual Property Rights in Activity Material.

8.2. Retention of Records

8.2.1. Subject to Your obligations under clause 14, Records and accounts created and maintained under clause 8.1.1 must be retained by You for a period of no less than 7 years after the end of the Activity Period.

9. Reporting

9.1. Progress Reports

9.1.1. You must provide to Us and to Our satisfaction periodic written Reports of Your progress in undertaking the Activity and other Reports at the times and in the manner specified in the Schedule.

9.2. Financial Reports and Audits

9.2.1. Within 60 Business Days after:

- a. the expiry of the Activity Period, completion of the Activity or any termination of the Term of this Deed, whichever is the earlier; and
- b. the completion of each Financial Year in which a payment of Funding is made or used by You, or You receive any Other Contributions, except the Financial Year in which paragraph a. applies;

You must provide Us in writing with:

- c. where the Funding is \$100,000.00 or more, audited financial statements prepared in accordance with Australian Accounting Standards in respect of the Funding and the Other Contributions and Your Contributions (if any) (separately and in the context of Your overall financial position), which must include a definitive statement as to whether the financial information for the Activity represents the financial transactions fairly and is based on proper accounts and Records;

or

- d. where the Funding is less than \$100,000.00, a statement of financial position (assets and liabilities by class), which must include, under assets, the balance of Your account referred to in clause 5.2, and a statement of the Funds and the Other Contributions and Your Contributions (if any) received to date including the amount spent;

and in all cases

- e. any other requirements specified in the Schedule.

9.2.2. Information required to be provided under clauses 9.1 and 9.2 must be accompanied by a certificate that:

- a. all Funding, Other Contributions and Your Contributions received were spent for the purpose of the Activity and in accordance with this Deed, and that You have complied with this Deed;
- b. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;

- c. unless the Activity Period has expired or the Deed has been terminated, the unspent portion of the Funds (if any) are available for use within the next Reporting period;
- d. the financial information is presented in accordance with any other financial Reporting requirements We may notify to You;
- e. where an Asset has been created or acquired with the Funds, that clauses 7.5.1 d and 7.5.1 g have been complied with in respect to the Asset; and
- f. at the time the Report or financial statement is provided to Us, You are able to pay all Your debts as and when they fall due and You have sufficient resources to discharge all Your debts at the end of the current Financial Year.

9.3. Audit and certification

- 9.3.1. The audited statement referred to in clause 9.2.1 c and the certificate referred to in clause 9.2.2, must also contain the requirements, if any, described in the Schedule.

9.4. Use of Approved Auditor and Qualified Accountant

- 9.4.1. The audited statement referred to in clause 9.2.1 c must be prepared by an Approved Auditor and must comply with the Australian Auditing Standards, and the statements referred to in clauses 9.2.1 d and 9.2.1 e must be prepared by a Qualified Accountant who, if notified by Us, must also be a person acceptable to Us.

9.5. Who provides certification

- 9.5.1. The certificate referred to in clause 9.2.2 must be provided:
 - a. if You are an incorporated body, by Your Chairperson, Chief Executive Officer, Chief Financial Officer or a person authorised by You to execute documents and legally bind You by their execution. Satisfactory evidence of the authorisation is to be provided to Us before certification if notified by Us;
 - b. if You are an unincorporated association or partnership, by:
 - i. a majority of the members; or
 - ii. by a person or persons authorised by a majority of the members to act on behalf of the members in accordance with Your Constitution. Satisfactory evidence of the authorisation is to be provided to Us before certification;
 - c. if You are a joint venture, the Chief Executive Officer or Chief Financial Officer of each joint venturer must certify the one statement; or
 - d. if You are an individual, by that individual.

10. Taxes, duties and government charges

10.1. General taxes, etc

- 10.1.1. Subject to this clause, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by You.

10.2. Funds are GST Inclusive

- 10.2.1. Funds payable under this Deed include amounts on account of any GST payable by You on Taxable Supplies to Us.
- 10.3. GST registration and ABN
- 10.3.1. The provisions of this clause in respect of GST apply if You are registered or are required to be registered for GST. Each Party has quoted its ABN to the other, and must tell the other immediately about any changes to either the ABN or GST registration.
- 10.4. Tax Invoice
- 10.4.1. You must give Us a tax invoice in accordance with the GST Act in relation to any Taxable Supply by You to Us in connection with this Deed prior to payment of Funds by Us.
- 10.5. Input Tax Credit
- 10.5.1. No Party may claim from the other any amount for which the first one may claim an Input Tax Credit. For the avoidance of doubt, the Funding payable by Us to You under this Deed must not include any amount which represents GST paid by You on Your own inputs and for which an Input Tax Credit is available to You.
- 10.6. Claims
- 10.6.1. If a payment to satisfy a claim or a right to claim under or in connection with this Deed (for example, a claim for damages for breach of the Deed) gives rise to a liability to pay GST, the payer must also pay the amount of that GST (except any GST for which the payee is entitled to an Input Tax Credit).
- 10.6.2. If a Party has a claim under or in connection with this Deed for a cost on which that Party must pay GST, the claim is for the cost plus all GST on that cost (except any GST for which that Party is entitled to an Input Tax Credit).
- 10.7. Refund
- 10.7.1. Any refund under this Deed must be inclusive of GST and must be accompanied by an Adjustment Note under the GST Act relating to Taxable Supplies for which you previously issued to Us a tax invoice.
- 10.8. General
- 10.8.1. You should be aware that, generally:
- a. Funding received by You is included in Your assessable income if it is received in relation to the carrying on of a business, unless You are specifically exempt from income tax;
 - b. any capital gain on disposal of an Asset is included in Your assessable income, unless You are specifically exempt from income tax;
 - c. You may be required, in respect to an employee, to pay fringe benefits tax and make superannuation contributions to a complying superannuation fund or pay the superannuation guarantee charge to the Australian Taxation Office.

11. Commonwealth Material

11.1. Ownership

11.1.1. Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy, reproduce, communicate, adapt and exploit that Material only for the purposes of this Deed and in accordance with any conditions or restrictions specified in the Schedule or that We may notify to You.

11.2. Possession of Commonwealth Material

11.2.1. Upon the expiration of the Activity Period or earlier termination of the Term of this Deed, You may retain all Commonwealth Material remaining in Your possession, unless otherwise notified by Us.

11.3. Maintain Commonwealth Material

11.3.1. You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Deed.

12. Intellectual property

12.1. Ownership

12.1.1. Subject to this clause 12, as between Us and You (but without affecting the position between You and a third party) Intellectual Property Rights in Activity Material vest immediately in You.

12.2. Licence of Activity Material

12.2.1. You grant to Us a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Reports for any Commonwealth purpose.

12.3. Licence of Existing Material

12.3.1. This clause 12 does not affect the ownership of any Intellectual Property Rights in any Existing Material. You, however, grant to Us or must arrange for the grant to Us of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any Commonwealth purpose.

12.4. Dealing with Intellectual Property Rights

12.4.1. You:

- a. must, if requested by Us to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 12;

- b. warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Activity Material and the Existing Material in accordance with this clause 12; and
- c. except as expressly provided for in this Deed, must not deal with the Intellectual Property Rights in the Activity Material during the Term of this Deed.

12.5. Specified Acts relating to Moral Rights

12.5.1. For this clause 12, the 'Specified Acts' means any of the following classes or types of acts or omissions by or on behalf of Us:

- a. using, reproducing, adapting or exploiting all or any part of the Activity Material, with or without attribution of authorship;
- b. supplementing the Activity Material with any other Material;
- c. using the Activity Material in a different context to that originally envisaged.

12.6. Consent to Specified Acts

12.6.1. Where You are a natural person and the author of the Activity Material, You consent to the performance of the Specified Acts by Us or any person claiming under or through Us and agree to comply with clauses 12.6.2.b and 12.6.2.c.

12.6.2. In any other case, You agree:

- a. to obtain from each author of any Activity Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by Us or any person claiming under or through Us;
- b. to obtain from each author of any Existing Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Our benefit in relation to Our licensed use of such material; and
- c. upon request, to provide the executed original of each such consent to Us.

13. Disclosure of information

13.1. No confidentiality

13.1.1. You acknowledge that We may in our discretion provide information in relation to Our funding and Our funding arrangements, including Your information and this Deed, to other parties including Our Minister, any judicial or parliamentary body or governmental agency or as required by the operation of any law and accordingly none of Your information or this Deed is confidential information.

13.2. Disclosure of Commonwealth Material

13.2.1. You are permitted to disclose Commonwealth Material, except to the extent, if any, specified in the Schedule. If We require You to keep any Commonwealth Material confidential We may permit You to disclose it subject to compliance with any conditions on that disclosure that We may impose.

14. Protection of Personal Information

14.1. Application of clause

14.1.1. This clause applies only where You deal with Personal Information when, and for the purpose of, conducting the Activity under this Deed.

14.2. Privacy obligation

14.2.1. You agree to be treated as a contracted service provider and agree in respect to the conduct of the Activity under this Deed:

- a. to use or disclose Personal Information obtained in the course of conducting the Activity under this Deed, only for the purposes of this Deed;
- b. not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an IPP;
- c. to carry out and discharge the obligations contained in the IPPs as if You were an agency;
- d. to notify individuals whose Personal Information You hold, that complaints about Your acts or practices may be investigated by the Privacy Commissioner who has power to award compensation against You in appropriate circumstances;
- e. not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), a National Privacy Principle (NPP) (particularly NPPs 7 to 10) or an Approved Privacy Code (APC), unless:
 - i. in the case of section 16F - the use or disclosure is explicitly required under this Deed; or
 - ii. in the case of an NPP or an APC - where the act or practice is explicitly required under this Deed;
- f. to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Deed (if any) that are inconsistent with an NPP or an APC binding on a Party);
- g. to immediately notify Us if You become aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 14, whether by You or any subcontractor;
- h. to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause 14; and
- i. to ensure that any of Your employees, agents, officers or volunteers who are required to deal with Personal Information for the purposes of this Deed are made aware of Your obligations set out in this clause 14.

14.3. Subcontractor obligations

14.3.1. You agree to ensure that any subcontract entered into for the purpose of fulfilling Your obligations under this Deed imposes on the subcontractor the same obligations as You have under this clause, including the requirement in relation to subcontracts.

14.4. Privacy definitions

14.4.1. In this clause 14, the terms 'agency', 'Approved Privacy Code' (APC), 'contracted service provider', 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word has the meaning given in subsection 95B(4) of the Privacy Act.

15. Indemnity

15.1. General indemnity

15.1.1. You indemnify (and keep indemnified) Us against any:

- a. cost or liability incurred by Us;
- b. loss of or damage to Our property; or
- c. loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Us;

arising from:

- d. any act or omission by You in connection with this Deed, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
- e. any breach by You of this Deed;
- f. use or Disposal of the Assets; or
- g. the use by Us of the Activity Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in Activity Material or Existing Material.

15.2. Reduction of scope

15.2.1. Your liability to indemnify Us under this clause 15 will be reduced proportionally to the extent that any fault on Our part contributed to the relevant cost, loss, damage, expense, or liability.

15.3. Preservation of other rights

15.3.1. Our right to be indemnified under this clause 15 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant liability, cost, damage, loss, or expense.

15.4. Meaning of 'fault'

15.4.1. In this clause 15, "fault" means any negligent or unlawful act or omission or wilful misconduct.

16. Insurance

16.1. Obligation to insure

- 16.1.1. You must, for as long as any obligations remain in connection with this Deed, have insurance as specified in the Schedule.
- 16.1.2. All insurance under this clause 16 and clause 7.5.1 d is to be taken out with an insurer recognised by the Australian Prudential Regulation Authority or regulated by a State or Territory Auditor-General.
- 16.2. Evidence of insurance
- 16.2.1. Whenever requested, You must provide Us, within 10 Business Days of the request, with evidence satisfactory to Us that You have complied with Your obligation to insure.

17. Conflict of interest

- 17.1. Warranty of no Conflict
- 17.1.1. You warrant that, to the best of Your knowledge after making diligent inquiry, at the Date of this Deed no Conflict exists or is likely to arise in the performance of Your obligations under this Deed.
- 17.2. Conflict that may arise
- 17.2.1. Without limiting the operation of this clause 17, You must, during the Term of this Deed, ensure that no Conflict arises through Your involvement with the parties or Commonwealth programs if any, notified by Us or specified in the Schedule.
- 17.3. Dealing with Conflict
- 17.3.1. If during the Term of this Deed, a Conflict arises, You must:
- a. immediately notify Us of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;
 - b. make full disclosure to Us of all relevant information relating to the Conflict; and
 - c. take such steps as We may, if we choose to, reasonably require to resolve or otherwise deal with that Conflict.
- 17.4. Failure to deal with Conflict
- 17.4.1. If You fail to notify Us under this clause 17, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate the Term of this Deed in accordance with clause 21 [Termination for default].

18. Access to premises and Records

- 18.1. General access rights
- 18.1.1. You must give Us, the Auditor-General, the Privacy Commissioner and persons authorised by Us (referred to in this clause 18 collectively as 'those permitted') access to premises at which accounts, Records and Material associated with this Deed are stored or work under the Activity is undertaken at all reasonable times and allow those permitted to inspect and copy accounts, Records and Material,

in Your possession or control, for purposes associated with this Deed or any review of performance under this Deed. You must also give those permitted access to any Assets, wherever they may be located, and reasonable access to Your employees, for the same purpose.

18.2. Provision of assistance

18.2.1. You must provide all reasonable assistance requested by those permitted when they exercise the rights under clause 18.1, including, but not limited to:

- a. making available all information, documentation and data, in any medium required by Us at Your registered office or (with Our consent) Your principal place of business or other place; and
- b. making available Your employees, officers, volunteers and agents who must provide access to Your accounts, Records and copies of documentation, including computer discs or other forms of electronic data.

18.3. Limitation on access rights

18.3.1. The rights referred to in clause 18.1 are subject to:

- a. the provision of reasonable prior notice by those permitted (except where they believe that there is an actual or apprehended breach of the law or a breach of this Deed); and
- b. Your reasonable security procedures.

18.4. No reduction in responsibilities

18.4.1. This clause 18 does not in any way reduce Your responsibility to perform Your obligations in accordance with this Deed.

18.5. Rights in subcontracts

18.5.1. You must ensure that any subcontract entered into for the purpose of this Deed contains an equivalent clause allowing those permitted to have access as specified in this clause 18.

19. Delay

19.1. Obligation to minimise

19.1.1. You must take all reasonable steps to minimise delay in completion of the Activity.

19.2. Notification of delay

19.2.1. If You become aware that You will be delayed in progressing or completing the Activity in accordance with this Deed, You must immediately notify Us of the cause and nature of the delay. You are to detail in the notice the steps You will take to contain the delay.

19.3. Action of delay

19.3.1. On receipt of a notice of delay, We may at Our option:

- a. notify You of a period of extension to complete the Activity and agree to vary this Deed accordingly;
- b. notify You of reduction in the scope of the Activity and any adjustment to the Funds for You to complete the reduced Activity and agree to vary this Deed accordingly; or
- c. terminate this Deed under clause 21 [Termination for default]; or
- d. take such other steps as are available under this Deed or at law, under statute or in equity.

19.4. Compliance with timeframe

19.4.1. Unless We take action under clause 19.3, You are required to comply with the time frame for progressing and completing the Activity as set out in this Deed.

19.4.2. If You do not notify Us of any delay in progressing or completing the Activity in accordance with clause 19.2 We may, at Our sole discretion, terminate this Deed under clause 21 [Termination for default].

20. Termination with costs

20.1. Termination or reduction of scope

20.1.1. We may, at any time by notice to You in writing, terminate the Term of this Deed in whole or reduce the scope of this Deed without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination or reduction. If this Deed is terminated or reduced in scope We will only be liable for:

- a. subject to clause 20.3, payments under the payment provisions of this Deed; and
- b. subject to clauses 20.4, 20.5 and 20.6, any reasonable costs incurred by You and directly attributable to the termination of the Term of this Deed or reduction in scope of the Deed.

20.2. Your obligations

20.2.1. Upon receipt of a notice of termination or reduction in scope You must:

- a. cease or reduce the performance of Your obligations under this Deed in accordance with the notice;
- b. immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the notice; and
- c. immediately return to Us any Funds in accordance with clause 20.3.1 b or deal with any such Funds as We may notify You in writing.

20.3. Our rights on termination

20.3.1. Where We terminate the Term of this Deed under clause 20.1 We:

- a. will not be obliged to pay to You any outstanding amount of the Funds except to the extent that those monies have been legally committed for expenditure by You in accordance with this Deed and payable by You as a current liability

(written evidence of which will be required) by the date notice of termination given under clause 20.1 is deemed to be received in accordance with clause 34.2 [Receipt of notice]; and

- b. will be entitled to recover from You any part of the Funds which:
 - i. have not been legally committed for expenditure by You in accordance with this Deed and payable by You as a current liability (written evidence of which will be required) by the date the notice of termination given under clause 20.1 is deemed to be received in accordance with clause 34.2 [Receipt of notice]; or
 - ii. have not, in Our opinion, been spent by You in accordance with this Deed.

20.4. Abatement of Funding

20.4.1. If there is a reduction in scope of the obligations under this Deed, Our liability to pay any part of the Funding will be reduced to the amount we specify in the notice under clause 20.1.1.

20.5. Compensation

20.5.1. Our liability to pay any compensation under or in relation to this clause 20 is subject to:

- a. Your strict compliance with this clause 20; and
- b. Your substantiation of any amount claimed under clause 21.1.1 b.

20.6. Limit on compensation

20.6.1. We will not be liable to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 20 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

21. Termination for default

21.1. Defaults

21.1.1. If:

- a. You fail to fulfil, or are in breach of any of Your obligations under this Deed, and do not rectify the omission or breach within 10 Business Days of receiving a notice in writing from Us to do so;
- b. You are unable to pay all your debts as and when they become due and payable or You fail to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
- c. proceedings are initiated with a view to obtaining an order for Your winding up or any shareholder, member or Director convenes a meeting for the purpose of considering or passing any resolution for Your winding up;
- d. You have applied to come under, received a notice requiring You to show cause why You should not come under, or have otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in Incorporated

Associations legislation of the States and Territories or Parts IV and V of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), or an order has been made for the purpose of placing You under external administration;

- e. being an individual, You become bankrupt or enter into a scheme of arrangement with creditors;
- f. in relation to this Deed, You breach any law of the Commonwealth, or of a State or Territory;
- g. You cease to carry on business;
- h. We are satisfied that any statement made in Your application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding;
- i. We exercise any other specific right of termination under this Deed; or
- j. notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity,

then, in the case of any one or more of these events, We may immediately terminate the Term of this Deed by giving notice to You of the termination.

21.2. Our rights on termination

21.2.1. Where We terminate the Term of this Deed under clause 21.1 We:

- a. will not be obliged to pay to You any outstanding amount of the Funds except to the extent that those monies have been legally committed for expenditure by You in accordance with this Deed and payable by You as a current liability (written evidence of which will be required) by the date notice of termination given under clause 21.1 is deemed to be received in accordance with clause 34.2 [Receipt of notice]; and
- b. will be entitled to recover from You any part of the Funds which:
 - i. has not been legally committed for expenditure by You in accordance with this Deed and payable by You as a current liability (written evidence of which will be required) by the date the notice of termination given under clause 21.1 is deemed to be received in accordance with clause 34.2 [Receipt of notice]; or
 - ii. has not, in Our opinion, been spent by You in accordance with this Deed.

21.3. Preservation of other rights

21.3.1. Clause 21.2 does not limit or exclude any of Our other rights, including the right to recover any other amounts from You on termination of the Term of this Deed.

22. Reserved

23. Acknowledgement and publicity

23.1. Acknowledgement of support

23.1.1. Subject to clause 23.4, You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Activity, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support You have received from the Australian Government, in the manner, if not set out in the Schedule, then to be approved by Us prior to its use.

23.2. Right to publicise Funding

23.2.1. We reserve the right to publicise and report on the awarding of Funding to You. We may do this by, amongst other means, including on our website, and in media releases, annual reports and general announcements about the Funding, Your name, the amount of the Funds given to You, the Date of this Deed, the Term of the Deed, and the title and a brief description of the Activity.

23.3. Copies of publications

23.3.1. Where You have been provided with Funding to produce any publication, a copy of the publications must be provided to Us, if notified by Us.

23.4. Cessation of acknowledgement

23.4.1. If notified by Us in writing You must cease all or any part of the acknowledgement pursuant to clause 23.1 in accordance with the notification.

24. Specified Personnel

24.1. Use of Specified Personnel

24.1.1. You must ensure that the Specified Personnel, if any, listed in the Schedule undertake work in respect of the Activity in accordance with the terms of this Deed.

24.2. Replacement personnel

24.2.1. Where Specified Personnel are unable to undertake work in respect of the Activity, You must notify Us immediately. You must, if notified by Us, provide replacement personnel acceptable to Us without additional payment and at the earliest opportunity.

24.3. Removal of personnel

24.3.1. We may give notice on reasonable grounds related to performance of the Activity requiring You to remove personnel (including Specified Personnel) from work in respect of the Activity. You must, at Your own cost, promptly arrange for the removal of such personnel from work in respect of the Activity and their replacement with personnel acceptable to Us.

24.4. Provision of replacement personnel

24.4.1. If You are unable to provide acceptable replacement personnel We may terminate the Term of this Deed in accordance with the provisions of clause 21 [Termination for default].

25. Compliance with laws and policies

25.1. Compliance with laws

25.1.1. You must, in carrying out Your obligations under this Deed, comply with the provisions of all Laws, including the Laws specified elsewhere in this Deed and the Laws listed in the Schedule. You should note that under the *Criminal Code Act 1995* (Cth) section 137.1 giving false or misleading information is a serious offence.

25.2. Compliance with policies

25.2.1. You must, in carrying out Your obligations under this Deed, comply with any of Our policies as notified, referred or made available by Us to You (including by reference to an internet site), including those listed in the Schedule.

25.3. Use of Our premises

25.3.1. You must, when using Our premises or facilities, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities, as notified by Us or as might reasonably be inferred from the use to which the premises or facilities are being put.

26. Negation of legal relationship of employment, partnership and agency

26.1. Status

26.1.1. You, Your employees, partners, officers, volunteers, subcontractors or agents will not, by virtue of this Deed, be or for any purpose be deemed to be Our legal employees, partners or agents.

26.2. Representatives

26.2.1. You must not, and must ensure that Your employees, partners, officers, volunteers, subcontractors and agents do not, represent Yourself or themselves as being Our employees, partners, officers, volunteers or agents, or as otherwise able to bind or represent Us.

27. Entire Deed, variation and severance

27.1. Entire Deed

27.1.1. This Deed records the entire agreement between the Parties in relation to its subject matter.

27.2. Variation of Deed

27.2.1. Except for action We are expressly authorised to take elsewhere in this Deed, no variation of this Deed is binding unless it is agreed in writing and signed by both Parties.

27.3. Severance

27.3.1. If a court or tribunal says any provision of this Deed has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

28. Waiver

28.1. Exercise of rights

28.1.1. If either Party does not exercise (or delays in exercising) any of its rights that failure or delay does not operate as a waiver of those rights.

28.2. Partial exercise of rights

28.2.1. A single or partial exercise by either Party of any of its rights does not prevent the further exercise of any right.

28.3. Means of waiver

28.3.1. Waiver of any provision of, or right under, this Deed:

a. must be in writing signed by the Party entitled to the benefit of that provision or right; and

b. is effective only to the extent set out in the written waiver.

28.4. Meaning of 'rights'

28.4.1. In this clause 28, 'rights' means rights or remedies provided by this Deed or at law or in equity.

29. Assignment and novation

29.1. Assignment of rights

29.1.1. You must not assign Your rights under this Deed without Our prior written approval.

29.2. Novation

29.2.1. You agree not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of this Deed without first consulting Us.

30. Corporate Governance

30.1. Constitution

30.1.1. You must provide a copy of Your Constitution to Us upon notification by Us.

30.1.2. You must inform Us whenever there is a change in Your Constitution, structure, management or operations which could reasonably be expected to affect Your eligibility for the Funding or have an adverse effect on Your ability to comply with Your obligations under this Deed.

- 30.1.3. You must not employ, engage or elect any person who would have a role in Your management, financial administration or, if stated in the Schedule, the performance of the Activity 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 subsection 85ZM (1) of that Act unless:
 - i. that conviction is regarded as spent under subsection 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 funding requirements of the Commonwealth; or
 - f. the person is otherwise prohibited from being a member or Director or employee or responsible officer of Your organisation under relevant local government legislation.
- 30.1.4. Where a person falls or is discovered as falling within any of clauses 30.1.3 a to f while employed or engaged by You, or after being elected as an officer of Yours, You will be in breach of clause 30.1.3 if You do not prevent the person from having a role in any capacity in association with the performance of the Activity including but not limited to Your management or financial administration and You must immediately notify Us of Your action.
- 30.1.5. If You advise Us that You consider such action would be a breach of a statutory provision binding on You, We will take Your view into account in deciding what action to take as a result of the breach.
- 30.1.6. If You are an Aboriginal association incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), in the event that You receive a notice from the Registrar under section 487-10 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) calling upon You to show cause why the Registrar should not make a determination placing You under special administration, You must notify Us within 5 Business Days of the date of receipt of such a notice.
- 30.1.7. If You are registered under the *Corporations Act 2001* (Cth), in the event that You apply to come under, receive a notice requiring You to show cause why You should not come under, receive a notice or an application from any other person for You to come under or have otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or an order has been made for the purpose of placing You under external administration, You must notify Us 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.

31. Dispute resolution

31.1. Informal resolution

31.1.1. The Parties agree that a dispute arising under this Deed will be dealt with as follows:

- a. the Party claiming that there is a dispute Will give the other Party a notice setting out the nature of the dispute;
- b. within 5 Business Days each Party will nominate a representative;
- c. the representatives will try to settle the dispute by direct negotiation between them;
- d. failing settlement within a further 10 Business Days, the Parties must refer the dispute to an independent third person with power:
 - i. to intervene and direct some form of resolution in which case the Parties will be bound by that resolution; or
 - ii. to mediate and recommend some form of non-binding resolution;
- e. the Parties will cooperate fully with any process instigated under clause 31.1.1 d in order to achieve a speedy resolution;
- f. if a resolution is not reached within a further 20 Business Days of referring the dispute to an independent third person, either Party may commence legal proceedings.

31.2. Costs

31.2.1. Each Party will bear its own costs of complying with this clause 31, and the Parties must bear equally the cost of any third person engaged under clause 31.1 d.

31.3. Application of clause

31.3.1. This clause 31 does not apply to the following circumstances:

- a. either Party commences legal proceedings for urgent interlocutory relief;
- b. action by Us under or purportedly under clauses 3 [Other government funding], 4 [Payment], 5 [Management of Funding], 18 [Access to premises and Records], 19 [Delay], 20 [Termination with costs] or 21 [Termination for default]; or
- c. an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

31.4. Performance of obligations

31.4.1. Despite the existence of a dispute, You must (unless notified by Us not to do so) continue to perform Your obligations under this Deed.

32. Applicable law and jurisdiction

32.1. Applicable Law

32.1.1. The laws of the Australian Capital Territory apply to this Deed.

32.2. Jurisdiction

32.2.1. Both Parties submit to the jurisdiction of the courts of the Australian Capital Territory.

33. Liaison and monitoring

33.1. Liaison

33.1.1. You must:

- a. liaise with and provide information to Us as reasonably notified by Us; and
- b. comply with all Our reasonable requests, directions, or monitoring requirements.

33.2. Nomination of authorised person

33.2.1. Each of the Parties may nominate, from time to time, a person who has authority to receive and sign notices and written communications for each of them under this Deed and accept any request or direction in relation to the Activity.

34. Notice

34.1. Giving of notice

34.1.1. A Party giving notice or notifying under this Deed must do so in writing or by electronic mail or facsimile transmission:

- a. directed to the recipient's address, as varied by any notice; and
- b. hand delivered or sent by pre-paid post or transmitted electronically to that address.

The Parties' address details are as specified in the Schedule.

34.2. Receipt of notice

34.2.1. A notice given in accordance with clause 34.1 is taken to be received:

- a. if hand delivered, on delivery;
- b. if sent by pre-paid post, 5 Business Days after the date of posting unless it has been received earlier;
- c. if transmitted electronically, upon actual receipt by the addressee.

35. Reserved

36. Review

36.1. Assistance with review

36.1.1. You agree to:

- a. provide all reasonable assistance required by Us;
- b. respond to all Our reasonable requests; and
- c. provide any information We reasonably require, in relation to conducting a review and final evaluation of the Program.

SCHEDULE 1

A. Program and Activity

A.1.1. The Program is the Digital Switchover Liaison Officer Program.

A.1.2. The Objective of the Program is to prepare viewers of free-to-air television in each switchover area, and particularly groups with special needs, for a smooth transition to digital television by engaging with local residents, organisations and institutions at the community level. The Digital Switchover Liaison Officer (the Liaison Officer) will develop and undertake a range of community engagement strategies and other activities to provide support and information to local residents and target groups within the community who may face particular difficulties in switching over to digital television. The [insert name] switchover area(s) will switchover to digital television broadcasting only, with analog signals ceasing in [insert indicative date].

A.1.3. The Activity is

(a) for You to:

- (i) run an open competitive recruitment process to fill the position of Liaison Officer and appoint the Liaison Officer subject to approval by Us of the preferred candidate. The role, duties and tasks to be performed by the Liaison Officer are set out at Item A.1.3 (b) below and in the Guidelines which are attached at Annexure A;
- (ii) oversee the day-to-day activities of the Liaison Officer;
- (iii) provide administrative support to the Liaison Officer by providing office space, access to resources and facilities such as transport and other travel costs, IT and telecommunications equipment, office equipment and consumables;
- (iv) develop, together with the Liaison Officer and in consultation with Us, a Work Plan for the Liaison Officer. The Work Plan must include the following: an indicative time table for all activities (from the Date of this Deed), a comprehensive stakeholder list which describes relevant residents/groups who need to be targeted, the types of engagement strategies proposed and the reason for those strategies, the geographical areas covered, the proposed involvement of other stakeholders in reaching residents including community groups, businesses and other relevant networks and institutions, and the description of how the participation of residents in activities will be reported. The Work Plan will be approved by Us. You must submit a draft Work Plan for Our review by the time specified in the Milestones at Item A.1.4 below. If We require changes to the draft Work Plan, You must incorporate those changes in the final Work Plan. You must submit the final Work Plan to Us for Our approval by the time specified in the Milestone at Item A.4 below;
- (v) If required by Us, review the approved Work Plan, in consultation with Us, and update its contents;
- (vi) provide to the Liaison Officer any Commonwealth Material provided by Us to You containing information about the switchover to digital television and

- ensure this Material is distributed to the community in the [insert name] switchover area; and
- (vii) provide support for the Liaison Officer in carrying out the activities described in A.1.3 (b) below through provision of Your advice and expertise as well as through the use of Your facilities and resources.
- (b) for You to ensure that the Liaison Officer will:
- (i) undertake and deliver the activities set out in the approved Work Plan and work with You as set out at Item A.1.3(a) above;
 - (ii) attend training and orientation briefings at Our offices;
 - (iii) undertake or assist with an analysis to identify those residents who have not yet switched to digital television and identify those who may have, or may be experiencing difficulties, in switching to digital television;
 - (iv) approach relevant local community organisations and institutions and successfully engage them in digital switchover education activities and strategies for example, through social networks, local institutions, retail outlets, community organisations and local events to assist groups in need of encouragement and advice in relation to digital switchover. These groups should include but are not limited to:
 1. Indigenous residents;
 2. culturally and linguistically diverse residents;
 3. residents of remote and rural households;
 4. the elderly, and the frail and infirm;
 5. people with mental or physical disabilities; and
 6. low-income households;
 - (v) distribute information resources about digital switchover, including any Commonwealth Material provided by Us to You, to the community in cooperation with Us, to increase local residents' awareness about digital switchover;
 - (vi) encourage and support residents to act early in converting their television to digital through purchasing, installing and effectively using new equipment, before the switchover date;
 - (vii) liaise with owners and managers of multi-dwelling units to encourage them to upgrade antenna systems to receive the digital signal; and
 - (viii) refer more complex enquiries to Our relevant contact officer.

A.1.4. The Milestones for completing each stage of the Activity are:

Date	Milestone
TBC	Advertise the Liaison Officer position and commence competitive recruitment process by [insert date].
TBC	Select the Liaison Officer through the competitive recruitment process. Final appointment to be approved by

	Us before employment.
TBC	Ensure that the Liaison Officer is briefed by Us, at Our offices.
TBC	Together with the Liaison Officer, and in consultation with Us, submit a draft Work Plan in accordance with Item A.1.3 (a) (iv) of Schedule 1 for Our review.
TBC	Deliver a final Work Plan to Us, incorporating any of Our changes, in accordance with Item a.1.3 (a) (iv) above.
TBC	Submit the first Progress Report to Us, in accordance with Item E below. The Progress Report should provide details of activities and progress against the Work Plan.
TBC	Submit the second Progress Report to Us, in accordance with Item E below. The Progress Report should provide details of activities and progress against the Work Plan.
TBC	Submit the Final Progress Report to Us, in accordance with Item E below. The Progress Report should provide details of activities and progress against the Work Plan.

A.1.5. The Key Performance Indicators for the Activity are:

- (a) the Milestones for completing each stage of the Activity are met, as set out in this Deed and in the approved Work Plan;
- (b) the Liaison Officer performs the role, duties and tasks as specified in the final Work Plan;
- (c) 30 percent of the activities set out in the approved Work Plan are achieved by [insert date];
- (d) 60 percent of the activities set out in the approved Work Plan are achieved by [insert date];
- (e) 95 percent of the activities set out in the approved Work Plan are achieved by [insert date];
- (f) the Liaison Officer can demonstrate that priority groups, identified in the approved Work Plan, have been given the opportunity to participate in the program activities. This will be determined by the number of activities, meetings or events, and estimated number of individuals participating in events/activities or represented by community groups engaged in switchover activities or information sessions;
- (g) participants and stakeholders involved in the program activities (e.g. workshops, information sessions) were satisfied with the information provided by the Liaison Officer. This will be measured through feedback from participants and stakeholders, including surveys and evaluations conducted by Us; and
- (h) there is an improved level of awareness of digital switchover in the targeted groups, as identified in the approved Work Plan. This will be measured

through any local surveys of participants and stakeholders and through Our own data collected through the 'Digital Tracker Survey'.

A.1.6. The Activity Period commences on the Date of this Deed and ends 60 Business Days prior to the Completion Date.

A.1.7. The Completion Date is: [insert date]

B. Funding and Payment (clauses 1.1.1, 4, 5 and 6)

B.1.1. The total funding for the Activity is \$[insert amount] including GST. The Funding will be paid as follows:

- (a) \$,000 no later than 30 days from the date You advertise the position of Liaison Officer in a competitive recruitment process;
- (b) \$,000 no later than 30 days of Us notifying You of Our acceptance of the final Work Plan;
- (c) \$,000 no later than 30 days of Our acceptance of the First Progress Report;
- (d) \$,000 no later than 30 days of Our acceptance of the Second Progress Report; and
- (e) \$,000 no later than 30 days of Our acceptance of the Final Report.

B.1.2. Invoicing (subclause 4.1.1)

Before We can pay Funds to You, You must:

- (a) comply with any reporting or other requirements that apply to the payment the Funds;
- (b) where You make a Taxable Supply under this Deed, provide Us with a tax invoice in accordance with subclause 10.4.1;

B.1 .3. Bank Account (subclause 5.2.1(b))

You are not required to establish a separate bank account for the Funds, but you must comply with the requirements of clause 5.

C. Budget (clauses 5.6, 5.7)

C.1.1.

Expenditure Item-see cl 5.7	Funding (incl. GST)	Your Contributions	Other Contributions	Cost (total for each item)
Salary and Employment Expenses for the Liaison Officer position (including salary, recruitment	\$,000	Not applicable.	Not applicable.	\$,000

costs, etc)				
Administrative Support to Liaison Officer (administrative costs component including travel is to supplement Your existing resources)	\$,000	In kind, in accordance with Item D below.	Not applicable.	\$,000
				Total Cost: \$,000

C.1.2. The percentage of the Budget (Total Cost) below which funds may be transferred between expenditure items without our approval is 15%.

C.1.3. The percentage of the Budget (Total Cost) which must not be exceeded in total transfers between expenditure items per Financial Year is 15%.

D. YOUR CONTRIBUTIONS AND OTHER CONTRIBUTIONS (clause 6)

D.1. Your Contributions

D.1.1. Your Contributions are specified in the following table. Any financial or in-kind assistance that You have received from a Commonwealth, State, Territory or local government and which You intend to, or are required to, use to perform the Activity must not be included in Your Contributions.

Table – Your Contributions

Your Contribution	Purpose of Contributions	Due Date
Administrative support to the Liaison Officer (for example, office space, IT equipment, consumables, transport) as required	To carry out the Activity, as set out at Item A.1.3 above	Ongoing for the Term of this Deed

D.2. Not Applicable

E. Reporting (clauses 11.1 and 9)

E.1. Progress Reports

E.1.1. You must provide Us with progress Reports at the following times:

- First Progress Report [insert date];

- Second Progress Report [insert date];
- Final Report [insert date].

E.1.2. Each progress Report must include, but need not be limited to, the following information for the Reporting period:

- (a) Your name/s;
- (b) the full Activity title;
- (c) the part of the Activity Period to which the Report relates;
- (d) a description and analysis of the progress of the Activity to date (having regard in particular to progress against the approved Work Plan), including detail of the Objectives achieved during the period to which the Report relates and reasons why any Objectives have not been met;
- (e) a clear summary of the work undertaken in the period to which the Report relates (having regard in particular to progress against the approved Work Plan) and an analysis of the effectiveness of this work;

E.2. Final Report

E.2.1. The final progress Report must be a stand-alone document that can be used for public information dissemination purposes.

E.2.2. In addition to the information set out in item E. 1.2, the final progress Report must:

- (a) discuss in detail the operation, mechanisms and processes employed by You to perform the Activity and achieve the Objective;
- (b) describe Your activities, including the Liaison Officer's activities, during the entire Activity Period;
- (c) discuss in detail the conduct, benefits and outcomes of the Activity as a whole and the Activity's results and findings;
- (d) evaluate the Activity and include a detailed discussion as to whether the Objective was achieved, and if not, an explanation of why the Objective was not met;
- (e) the amount of funds payable under the Deed;
- (f) a statement of the Funds, Your Contributions and Other Contributions received to date including the amount spent and any amount remaining in the account referred to in clause 5.2; and
- (g) an acquittal of Funds payments up to the date of the Report (prepared, if notified by Us, by a Qualified Accountant who may also be required to be a person acceptable to Us) including, together with supporting documentation:
 - an income and expenditure statement for the Financial Year to date, including all Activity Generated Income;

- a schedule of the Assets created, acquired, written-off or Disposed of during the Financial Year to date;
- if notified by Us, a list, and amounts, of debtors and creditors (if the financial statements are prepared on a cash basis) or the amount of accruals and pre-payments (if the financial statements are prepared on an accrual basis); and
- if notified by Us, quarterly completed business activity statements as required by the Australian Taxation Office.

E.2.3. You must also include in the final progress Report a discussion of any other matters, relating to the evaluation of the Activity, which we notify You is required to be included in the final progress Report. Any such requirement will be notified to You at least 20 Business Days before the final progress Report is due.

E.3. Other Reports

E.3.1. You must provide the following additional Reports at the following times:

- Each fortnight, You must ensure the Liaison Officer(s) provides a summary of their appointments, activities and tasks completed, and an assessment of their effectiveness, in the format provided by the Department.

E.3.2. Throughout the Activity Period, We may require You to provide ad-hoc Reports concerning:

- any significant developments concerning the Activity; and
- any significant delays or difficulties encountered in performing the Activity in accordance with the Deed.

You must provide any such ad-hoc Reports within the timeframe notified by Us.

F. Assets (clause 1.1.1 and clause 7)

You must for the Term of this Deed maintain an Asset register in the following form and containing the following information:

Asset number	Description of Asset	Creation, acquisition or total lease cost	Date of creation, acquisition or lease	Term of lease	Location of Asset	Method of, and date, which Asset was written off or Disposed of

G. Intellectual property (clause 1.1.1, clause 12)

G.1.1. Not applicable

H. Commonwealth Material (clause 11.2)

H.1.1 Not applicable

I. Disclosure of Information (clause 13)

I.1.1. Not applicable

J. Insurance (clause 16.1)

J.1.1. You must maintain:

- (a) workers compensation insurance as required by law where You carry out activities under this Deed;
- (b) public liability insurance to the value of at least \$10 million per claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Deed, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be;
- (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.

K. Conflict of Interest (clause 17)

K.1.1. Not applicable

L. Reserved

M. Acknowledgement and publicity (clause 23.1)

M.1.1. You must acknowledge the provision of the Funding by the Australian Government represented by and acting through the Department of Broadband, Communications and the Digital Economy in the following way: 'The Digital Switchover Liaison Officer Program has been funded by the Australian Government.'

N. Specified Personnel (clauses 1.1.1 and 24.1)

N.1.1. The following person or persons with the following skills must complete the following parts of the Activity:

O. Compliance with laws and policies (clauses 25.1 and 25.2)

O.1.1. You must comply with all Laws, including the following laws in carrying out the Activity:

- (a) *Equal Opportunity for Women in the Workplace Act 1999;*
- (b) *Racial Discrimination Act 1975;*
- (c) *Sex Discrimination Act 1984;*

- (d) *Disability Discrimination Act 1992*;
- (e) *Crimes Act 1914*;
- (f) *Criminal Code Act 1995*;
- (g) *Age Discrimination Act 2004* and the *Age Discrimination (Consequential Provisions) Act 2004*; and
- (h) *Fair Work Act 2009*

O.1.2. You must comply with the following policies in carrying out the Activity:

- (a) Lobbying Code of Conduct (a copy of which is available at <http://lobbyists.pmc.gov.au/lobbyistsregister>)

P. Corporate Governance (clause 30.1.3)

P.1.1. Not applicable.

Q. Notice (clause 34.1)

Our details are as follows:

Our details are as follows:

- Name:
- Position: Digital Switchover Taskforce, Department of Broadband, Communications and the Digital Economy
- Address: Level 18, 31-33 Market St, Sydney, NSW, 2000
- Telephone: Tel: (02) 8023 3700
- Email:

Your details are as follows:

- Name:
- Position:
- Address:
- Telephone:

This DEED is made on the _____ day of _____ 2011

EXECUTION CLAUSES

Executed by the Parties as a Deed.

SIGNED, SEALED AND DELIVERED for and on behalf of the COMMONWEALTH OF AUSTRALIA represented by and acting through the Department of Broadband, Communications and the Digital Economy ABN 51 491 646 726 by [insert name] in the presence of:

.....
sign here

.....
print name of witness

.....
witness sign here

SIGNED, SEALED AND DELIVERED for and on behalf of [insert name] ABN [insert name] by [insert name] who by signing warrants that they have the authority to bind [insert name] in the presence of:

.....

Signatory

sign here

.....

Witness

sign here

Name and address of Witness

.....

please print