

Grant Agreement

between LGBTIQ+ Health Australia (LHA)

(A.B.N. 45 138 151 569)

and

(insert Grantee)

DRAFT

Grant Agreement

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Grant Agreement

[insert reference number/name/project]

Once completed, this document, together with each set of Grant Details and the General Grant Conditions (Schedule 1), forms an Agreement between LGBTIQ+ Health Australia (LHA) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	[insert details]
Trading or business name	[insert details]
Australian Business Number (ABN)	[insert details]
Registered for Goods and Services Tax (GST)?	Yes
Address	[insert details]
Telephone	[insert details]
Email	[insert details]

LGBTIQ+ Health Australia

LGBTIQ+ Health Australia (LHA)
Gadigal Land of the Eora Nation
Unit 6, 52–54 McEvoy Street
Waterloo, NSW 2017
02 7209 6301
EnquiryLHP@lgbtiqhealth.org.au
ABN 45 138 151 569

Background

The Activity is funded by the Australian Government. LHA has agreed to enter this Agreement under which LHA will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity. The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only apply to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and

Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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Grant Details

[insert reference number/name/project]

A. Purpose of the Grant

The purpose of the Grant is to:

- build the capacity and capability of organisations to enhance accessibility, availability and safety of healthcare services for LGBTIQ+ people.
- build the capacity in communities through strengthened partnerships to enhance preventive health, protective factors and build health literacy for LGBTIQ+ communities.
- grow the evidence base to inform decision making and enhance future action and support for LGBTIQ+ communities.

B. Activity

[insert details]

C. Duration of the Grant

The Start Date of the Activity is the Date the grant agreement is signed by the Grantee and ends on submission and acceptance of a final report and acquittal, which is the **Activity Completion Date**.

The **Agreement End Date** is the date on which the Grantee has provided every report stated in the Activity Schedule and repaid any Grant amount as required under this Agreement.

Activity Schedule EXAMPLE ONLY	
Milestone	Due Date
Submission of a project plan	1 month after Start Date
Q1 brief update	3 months after Start Date
Six-Monthly Progress Report	6 months after Start Date
Q3 Brief Update	9 months after Start Date
Twelve-Month Progress Report	12 months after Start Date
Q1 brief update	15 months after Start Date
Q2 brief update	18 months after Start Date
Final Report including financial acquittal	No later than 30 June 2028

D. Payment of the Grant

The total amount of the Grant is [insert amount] (GST excl).

GST is payable on the Grant.

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution.

The Grant will be paid in instalments upon compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date EXAMPLE ONLY	Amount (excl. GST)	GST	Total (incl. GST)
Execution of Agreement (Initial Payment 20%)	June 2026	[\$insert amount]	[\$insert amount]	[\$insert amount]
Payment 1	July 2026			
Payment 2	Oct 2026			
Payment 3	Jan 2027			
Payment 4	April 2027			
Payment 5	July 2027			
Payment 6	Oct 2027			
Final payment (10%) – Final Report + Simple Acquittal	June 2028			
Total Amount		[\$insert amount]	[\$insert amount]	[\$insert amount]

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must include the following information:

1. Title of this Agreement
2. Agreement reference number
3. The Grantee’s name
4. The Grantee’s ABN (if any)
5. Date of issue of the tax invoice
6. Details of the fees, allowance and costs, including the items to which they relate
7. Total amount payable (including GST)
8. The GST shown separately
9. Bank account details for payment of the invoice by electronic funds transfer.

E. Reporting

The Grantee agrees to create reports in the form specified and to provide the reports to LHA as required.

F. Party representatives and address for notices

Grantee's representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

LHA representative and address

[Name]	[insert details]
[Position]	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
E-mail	[insert details]
[Alternative contact]	[insert details]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Activity budget

G1.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the budget supplied during the application (Attachment 1).

G2. Record keeping

G2.1 The Grantee agrees to maintain the following records:

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

G2.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to LHA upon request.

G2.3 Term G2 survives the termination, cancellation or expiry of the Agreement.

G3. Audit and acquittal

G3.1 Within one month after the Activity Completion Date, the Grantee agrees to provide a financial statement in relation to the income and expenses relating to the Grant, signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

G4. Activity Material

G4.1 The Grantee agrees, on request from LHA, to provide LHA or the Commonwealth with a copy of any Activity Material in the format reasonably requested by LHA.

G4.2 The Grantee provides LHA a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G4.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G4.4 Term G4 survives the termination, cancellation or expiry of the Agreement.

G5. Relevant qualifications, skills or checks

G5.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G5.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to those personnel.

G5A. Child Safety

G5A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described;
- (b) if requested, provide LHA, at the Grantee's cost, with a statement of compliance with clauses G5A in such form as may be specified by LHA; and
- (c) to ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses G5A.1(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

Signatures

Executed as an agreement:

LHA:

Signed for and on behalf of LHA as represented by Director	
Name: (print) Position: (print) Signature and date: Director
Witness Name: (print) Signature and date:

Grantee:

Name of Grantee	<i>[insert name of company and any ABN, ACN or ARBN]</i>
Signatory Name: (print) Signature and date:
Witness Name: (print) Signature and date:

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General Grant Conditions - Schedule 1

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

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

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 LHA may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to LHA the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify LHA promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 LHA agrees to pay the Grant to the Grantee in

accordance with the Grant Details.

8.2 LHA may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 LHA will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to LHA unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by LHA from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and LHA.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

12.3 The Grantee gives LHA and the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by LHA, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's

confidential information without prior written consent unless required or authorised by law.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide LHA with proof when requested.

16. Indemnities

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

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

17. Dispute resolution

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

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

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

LHA may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 LHA may cancel this Agreement by notice, due to:

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

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, LHA will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 LHA's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia and includes, where relevant, its officers, employees, contractors and agents.
- **General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by LHA to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or LHA.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to LHA for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.