FUNDING AGREEMENT

between

COMMONWEALTH OF AUSTRALIA
as represented by the

ATTORNEY-GENERAL'S DEPARTMENT
ABN 92 661 124 436

and

ACT EMERGENCY SERVICES AGENCY
ABN: 77 972 506 632

in relation to funding under the
National Emergency Management Program

for

STATE EMERGENCY SERVICE FIT FOR TASK
CONTENTS

1. Interpretation 3
2. Term of this Agreement 8
3. Payment 8
4. Management of Funding 8
5. Other Contributions 11
6. Records 11
7. Reporting 11
8. Taxes, Duties and Government Charges 14
9. Australian Government Material 14
10. Intellectual Property 14
11. Disclosure of Information 16
12. Protection of Personal Information 16
13. Indemnity 18
14. Insurance 19
15. Conflict of Interest 19
16. Access to Premises and Records 20
17. Delay 21
18. Termination with Costs 21
19. Termination for Default 23
20. Acknowledgment and Publicity 24
21. Subcontracting 25
22. Compliance with the National Code of Practice for the Construction Industry 26
23. Compliance with Laws and Our Policies 26
24. Negation of Legal Relationship of Employment, Partnership and Agency 27
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>25.</td>
<td>Entire Agreement, Variation and Severance</td>
</tr>
<tr>
<td>26.</td>
<td>Waiver</td>
</tr>
<tr>
<td>27.</td>
<td>Assignment and Novation</td>
</tr>
<tr>
<td>28.</td>
<td>Dispute Resolution</td>
</tr>
<tr>
<td>29.</td>
<td>Applicable Law and Jurisdiction</td>
</tr>
<tr>
<td>30.</td>
<td>Liaison and Monitoring</td>
</tr>
<tr>
<td>31.</td>
<td>Notice</td>
</tr>
</tbody>
</table>
Funding Agreement Parties

This Funding Agreement is made between and binds the following parties:

1. The Commonwealth of Australia (the Commonwealth) as represented by the Attorney-General's Department (ABN 92 661 124 436)
   3-5 National Circuit, Barton, ACT 2600 (The Department)

2. ACT Emergency Services Agency (ABN 77 972 506 632)
   GPO Box 158, Canberra City, ACT 2601 (The Recipient)

Context

A. We are committed to the National Emergency Management Program.

B. You are committed to helping achieve the Program, through Your conduct of the Project and the achievement of the Outputs.

C. As a result of this commitment, We have agreed to support the Program and the achieving of the Objectives by providing Funding to You, subject to the terms and conditions of this Agreement.

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 Agreement.

1. Interpretation

1.1. Defined terms

1.1.1. In this Agreement, 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);

   Adjustment Note has the same meaning as it has in section 195-1 of the GST Act;

   Agreement means this document and includes any Schedules and Annexures;

   Annexure means an Annexure to a Schedule;

   Approved Auditor means a person who is:

      a. registered as a company auditor under the Corporations Act 2001, or a 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 or your Qualified Accountant;
Assets 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 Project 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 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 of that name made by the Auditing and Assurance Standards Board created by section 227A of the Australian Securities Investment Commission Act 2001 (Cth);

Australian means any Material provided by Us to You for the purposes of this Agreement or which derived from Material so provided, except for Project Material;

Budget refers to a budget for expenditure of the Funding for the purposes of conducting the Project or performing obligations under this Agreement, 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;

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 Agreement 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 Project fairly and independently;

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

Existing Material means all Material in existence prior to the Date of the Agreement:

a. incorporated in;

b. supplied with, or as part of; or

c. required to be supplied with, or as part of;

the Project Material;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
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<tr>
<td>Financial Year</td>
<td>means each period from 1 July to the following 30 June occurring during the Project Period, or any part of such a period occurring at the beginning or end of the Project Period;</td>
</tr>
<tr>
<td>Funding or Funds</td>
<td>means the amount or amounts (in cash or kind) payable under this Agreement by Us as specified in the Schedule, including interest earned on that amount;</td>
</tr>
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<td>GST</td>
<td>has the meaning given in section 195-1 of the GST Act;</td>
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<tr>
<td>GST Act</td>
<td>means the <em>A New Tax System (Goods and Services Tax) Act 1999</em> (Cth);</td>
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<tr>
<td>Guidelines</td>
<td>refers to the guidelines for the Program, if any, as described in the Schedule;</td>
</tr>
<tr>
<td>Input Tax Credit</td>
<td>has the meaning in section 195-1 of the GST Act;</td>
</tr>
<tr>
<td>Intellectual Property</td>
<td>includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include Moral Rights, the rights of performers or rights in relation to confidential information;</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the <em>Tax Administration Act 1953</em> (Cth) on a daily compounding basis;</td>
</tr>
<tr>
<td>Material</td>
<td>means the subject matter of any category of Intellectual Property Rights;</td>
</tr>
<tr>
<td>Milestone</td>
<td>means a stage of completion of the Project as set out in the Schedule;</td>
</tr>
<tr>
<td>Moral Rights</td>
<td>includes the following rights of an author of copyright Material:</td>
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<tr>
<td></td>
<td>a. the right of attribution of authorship;</td>
</tr>
<tr>
<td></td>
<td>b. the right of integrity of authorship; hold</td>
</tr>
<tr>
<td></td>
<td>c. the right not to have authorship falsely attributed;</td>
</tr>
<tr>
<td>Objectives</td>
<td>means the Project’s objectives described in the Schedule, which are the agreed results You must achieve;</td>
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<tr>
<td>Other Contributions</td>
<td>means financial or in-kind resources (with in-kind resources valued at market rates) used by You, or provided to or by You, for the Project, other than the Funding;</td>
</tr>
<tr>
<td>Party</td>
<td>means a party to this Agreement;</td>
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</table>
| Personal Information    | has the same meaning as under the *Privacy Act 1988* (Cth), 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** means the *Privacy Act 1988* (Cth);

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

**Project** means the project described in the Schedule, which aims to fulfil one or more of the goals of the Program and includes the provision of Project Material;

**Project Material** means any Material:

a created for the purpose of this Agreement;

b provided or required to be provided to Us under this Agreement; or

c or derived at any time from the Material referred to in paragraphs a or b;

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

**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 Body Corporate** has the meaning given in section 9 of the *Corporations Act 2001* (Cth);

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

**Schedule** refers to the Schedule to this Agreement;

**Program** means the National Emergency Management Program or any other part of Our operations specified in the Schedule under which We are able to give the Funding to You;

**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 Agreement** refers to the period described in clause 2.1;

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

**You and Your** includes Your officers, employees, agents, volunteers, officeholders, members and subcontractors, and Your successors.
1.2. Rules of Interpretation

1.2.1. In this Agreement, 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 clauses in this Agreement;

e. a reference to an Item is to an Item in the Schedule;

f. all references to dollars are to Australian dollars;

g. reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

h. an uncertainty or ambiguity in the meaning of a provision of this Agreement 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. in respect to any obligation You may have under this Agreement to pay Us any Interest, You agree that the Interest represents a reasonable pre-estimate of the loss incurred by Us;

k. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form; and

l. 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.

1.3. Precedence

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

a. the terms and conditions contained in the clauses of this Agreement;

b. the Schedule;

c. the Annexures, if any;

d. documents incorporated by reference, if any;

then the material mentioned in any one of clauses 1.3.1.a to 1.3.1.d of this clause 1.3.1 has precedence over material mentioned in a subsequent clause, to the extent of any conflict or inconsistency.
2. **Term of this Agreement**

2.1. **Duration of Term**

2.1.1. The Term of this Agreement commences on the 9 October 2012 or on the Date of this Agreement, whichever is the later, unless terminated earlier, and expires on the Completion Date.

3. **Payment**

3.1. **Making of Payment**

3.1.1. Subject to sufficient funds being available for the Program and compliance by You with this Agreement We will provide You with the Funding at the times and in the manner specified in the Schedule.

3.1.2. Without limiting Our rights, We may withhold or suspend any payment in whole or in part until You have performed Your obligations under this Agreement.

3.1.3. Any payments under this Agreement may be deferred or suspended by Us if:

   a. You have outstanding or unacquitted moneys under any arrangement (whether contractual or statutory) with the Australian Government, including between Us and You; or
   
   b. if a Report provided by You is not accurate or complete or indicates that You currently have unspent Funds.

3.1.4. Notwithstanding such suspension or deferral of any payments, You must continue to perform any obligations under this Agreement, unless We agree otherwise in writing.

4. **Management of Funding**

4.1. **Conduct of Project**

4.1.1. You must carry out the Project within the Project Period and in accordance with this Agreement (including any applicable Principles and Guidelines), diligently, effectively and to a high professional standard.

4.1.2. Where we are satisfied that You do not have the capacity to manage the Funding, we may immediately suspend, reduce or cease the release of Funding to You on providing You with reasonable prior notice of this decision.

4.1.3. Where We are satisfied that a Project is unable to be performed by You in accordance with this Agreement, the Funding relating to that Project must be repaid to Us upon demand.

4.1.4. The Funding must be spent by You only for the Project in accordance with this Agreement.
4.2. **Keeping of Funds**

4.2.1. You acknowledge that the Funds are provided to you to accomplish the Objectives and must be spent by You only for the Project and in accordance with this Agreement.

4.2.2. 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 specified in the Schedule, this must be an account which is:

      (i) established solely for the purposes of accounting for, and administering, any Funding provided by Us to You under this Agreement;

      (ii) an account that bears a rate of interest reasonably required by Us; and

      (iii) 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 Project and provide a copy of that notification to Us;

   e. provide Us and the authorised deposit-taking institution with an 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 4.2.2.d and 4.2.2.e 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.

4.3. **Financial Records**

4.3.1. You must keep financial accounts and Records relating to the Project so as to enable:

   a. unless notified by Us, all receipts and payments related to the Project to be identified in Your accounts and reported in accordance with this Agreement;

   b. the preparation of financial statements in accordance with Australian Accounting Standards;

   c. the audit of those accounts and Records in accordance with Australian Auditing Standards; and

   d. the identification of Your taxation liabilities and payments.
4.4. **Use as Security**

4.4.1. 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:

a. the Funds;

b. any of the Assets;

c. this Agreement or any of Our obligations under this Agreement; or


4.5. **Refunds**

4.5.1. If, at any time during the Term of this Agreement, We determine that:

a. there remains an amount of Funding in the account referred to in clause 4.2.2.a that has not been spent or legally committed for expenditure in accordance with this Agreement; or

b. Funds have not been spent in accordance with this Agreement;

then at Our discretion, this amount must be refunded by You to Us within 28 Days of a notice from Us, or dealt with as notified by Us, or We may reduce further payments of Funding to You by up to this amount.

4.5.2. If We notify You that the amount is to be refunded to Us and the amount is not refunded to Us within 28 Days, Interest will accrue and be payable, unless We notify You otherwise, on the amount outstanding after the expiry of the 28 Days, until the amount is paid in full.

4.5.3. If at the completion of the Project Period You have remaining Funds (which does not include those Funds legally committed for expenditure in accordance with this Agreement and which fall for payment thereafter), You must seek Our written consent to retain the Funds and use them for the purposes agreed by Us.

4.5.4. If We do not agree to You retaining the Funds under clause 4.5.3, You must return the Funds to Us within 28 Days of Our notice that You are to return the Funds, and if the Funds are not returned to Us within 28 Days, Interest will accrue and be payable, unless We notify You otherwise, on the amount outstanding after the expiry of the 28 Days, until the amount is paid in full.

4.6. **Recovery**

4.6.1. Any amount owed to Us under clauses 4.5.2 and 4.5.4, and any Interest owed under those clauses, will, without prejudice to any other rights available to Us under this Agreement or at law or in equity, be recoverable by Us as a debt due to Us by You without further proof of the debt by Us being necessary.
4.7.  No Additional Funds

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

4.8.  Survival

4.8.1.  The operation of this clause 4 survives the expiration or earlier termination of the Term of this Agreement.

5.  Other Contributions

5.1.1.  You must not enter into any arrangement (whether contractual or statutory) under which You are entitled to receive any Other Contributions not identified in the Schedule, without getting Our prior written approval. Approval may be given subject to any conditions We may impose.

6.  Records

6.1.  Keeping Records

6.1.1.  You must keep full and accurate accounts and Records of the conduct of the Project including, without limitation, progress against the Milestones, the receipt and use of Funding and Other Contributions (if any), the creation and acquisition of Assets and the creation of Intellectual Property Rights in Project Material.

6.2.  Retention of Records

6.2.1.  Records and accounts maintained under clause 6.1.1 must be retained by You for a period of no less than 7 years after the end of the Project Period.

6.3.  Survival

6.3.1.  The operation of this clause 6 survives the expiration or earlier termination of the Term of this Agreement.

7.  Reporting

7.1.  Progress Reports

7.1.1.  You must provide to Us periodic reports (at the times and in the manner stated in the Schedule) of Your progress in undertaking the Project. This may include but not be limited to:

a.  financial information (prepared by a Qualified Accountant who, if notified by Us, must also be a person acceptable to Us) including, together with supporting documentation:

   (i)  an income and expenditure statement for the Financial Year to date;

   (ii)  a schedule of the Assets created or acquired during the Financial Year to date;
(iii) 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

(iv) quarterly completed business activity statements as required by the Australian Taxation Office, where applicable;

b. Project performance information including:

(i) a description of actual performance against the Objectives;

(ii) whether the Project has been completed; and

(iii) whether the Objectives of the Project have been achieved.

c. a statement of the balance of Your account referred to in clause 4.2.2.a;

d. a statement of how much You need to meet current liabilities under legal commitments entered into by You pursuant to this Agreement; and

e. copies of decisions and orders of any court or tribunal made against You or involving You.

7.2. Regular Reports

7.2.1. Within 60 Business Days after:

a. the expiry of the Project Period or completion of the Project, or any earlier termination of the Term of this Agreement; and

b. the completion of each Financial Year in which a payment of Funding is made or used by You,

You may be asked to provide Us with:

a. audited financial statements prepared in accordance with the Australian Accounting Standards in respect of the Funding (separately and in the context of Your overall financial position), which must include a definitive statement as to whether the financial information for the Project represents the financial transactions fairly and is based on proper accounts and Records;

b. a statement of financial position (assets and liabilities by class), which must include, under assets, the balance of Your account referred to in clause 4.2.2.a;

c. a statement of how much You need to meet current liabilities under legal commitments entered into by You pursuant to this Agreement;

d. a copy of a letter to You from the Approved Auditor, or a report from the Approved Auditor, including:

(i) specific comment on the adequacy of financial controls being maintained by You;

(ii) specific comment on Your financial position as it relates to any issues affecting Your ability to repay surplus Funds or complete the Project with available Funds;
(iii) specific comment on Your ability to meet Your taxation liabilities and any costs associated with any court or tribunal orders made against You or involving You;

(iv) specific comment on Your compliance with Your obligations to pay superannuation entitlements; and

(v) where there are any qualifications or limitations on the audit, an outline of the reason(s) for the qualifications or limitations and the remedial action recommended;

e. any other requirements specified in the Schedule.

7.2.2. Information required to be provided under clause 7.2.1 must be accompanied by a certificate that:

a. all Funding received was spent for the purpose of the Project and in accordance with this Agreement, and that You have complied with this Agreement;

b. salaries and allowances paid to persons involved in the Project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;

c. unless the Project Period has expired or the Agreement 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; and

e. 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.

7.3. Audit and Certification

7.3.1. The audited statement referred to in clause 7.2.1.a, and the certificate referred to in clause 7.2.2, must also contain the requirements, if any, described in the Schedule.

7.4. Use of Approved Auditor and Qualified Accountant

7.4.1. The audited statement referred to in clause 7.2.1.a must be prepared by an Approved Auditor and must comply with the Australian Auditing Standards and the statements referred to in clause 7.2.1.a, 7.2.1.b and 7.2.1.c must be prepared by a Qualified Accountant who, if notified by Us, must also be a person acceptable to Us.

7.5. Who Provides Certification

7.5.1. The certificate referred to in clause 7.2.2 must be provided by Your Chief Executive Officer, Chief Financial Officer or a person authorised by You to execute documents and legally bind You by their execution.
7.6. **Survival**

7.6.1. The operation of this clause 7 survives the expiration or earlier termination of the Term of this Agreement.

8. **Taxes, Duties and Government Charges**

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

8.1.2. Funds payable under this Agreement include amounts on account of any GST payable by You on Taxable Supplies to Us.

8.1.3. You must give us a Tax Invoice for any Taxable Supply before any Funds are payable to You as consideration for the Taxable Supply.

8.1.4. You must not claim from us any amount for which you can claim an Input Tax Credit.

9. **Australian Government Material**

9.1. **Ownership**

9.1.1. Ownership of all Australian Government 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 Agreement and in accordance with any conditions or restrictions We may notify to You.

9.2. **Possession of Australian Government Material**

9.2.1. Upon the expiration of the Project Period or earlier termination of the Term of the Agreement, You may retain all Australian Government Material remaining in Your possession, unless otherwise notified by Us.

9.3. **Maintain Australian Government Material**

9.3.1. You must keep safely and maintain Australian Government Material You have been given for the purposes of this Agreement.

9.4. **Survival**

9.4.1. The operation of this clause 9 survives the expiration or earlier termination of the Term of this Agreement.

10. **Intellectual Property**

10.1. **Ownership**

10.1.1. Subject to this clause 10, as between Us and You (but without affecting the position between You and a third party) Intellectual Property Rights in Project Material vest immediately in You.
10.2. **Licence of Project Material**

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

10.3. **Licence of Existing Material**

10.3.1. This clause 10 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, copy, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any Commonwealth purpose.

10.4. **Dealing with Intellectual Property Rights**

10.4.1. You:

a. must, if requested by Us to do so, at Your own cost, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 10;

b. warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material and the Existing Material in accordance with this clause 10;

c. except as expressly provided for in this Agreement, must not deal with the Intellectual Property Rights in the Project Material during the Term of this Agreement.

10.5. **Specified Acts Relating to Moral Rights**

10.5.1. For this clause 10, the 'Specified Acts' means 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 Project Material, with or without attribution of authorship;

b. supplementing the Project Material with any other Material;

c. using the Project Material in a different context to that originally envisaged;

but does not include false attribution of authorship.

10.6. **Consent to Specified Acts**

10.6.1. Where You are a natural person and the author of the Project 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 paragraphs 10.6.2.b. and 10.6.2.c.

10.6.2. In any other case, You agree:

a. to obtain from each author of any Project Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which
10.6.3. This clause 10 does not apply to any Australian Government Material incorporated in the Project Material.

10.7. Survival
10.7.1. The operation of this clause 10 survives the expiration or earlier termination of the Term of this Agreement.

11. Disclosure of Information

11.1. No Confidentiality
11.1.1. You acknowledge that We may be required to provide information in relation to the Funding or this Agreement, as required by the operation of any law, judicial or parliamentary body or governmental agency and accordingly We can give no undertakings to treat any of Your confidential information or this Agreement as confidential information.

11.2. Disclosure of Australian Government Material and Our Confidential Information
11.2.1. You are permitted to disclose Australian Government Material, except to the extent, if any, notified by Us. If We require You to keep any Australian Government Material confidential We may permit You to disclose it subject to compliance with any conditions on that disclosure that We notify to You.

12. Protection of Personal Information

12.1. Application of clause
12.1.1. This clause applies only where You deal with Personal Information when, and for the purpose of, conducting the Project under this Agreement.

12.2. Privacy Obligations
12.2.1. You agree to be treated as a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agree in respect to the conduct of the Project under this Agreement:
   a. to use or disclose Personal Information obtained during the course of conducting the Project under this Agreement, only for the purposes of this Agreement;
   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;
12.3. **Subcontractor Obligations**

12.3.1. You agree to ensure that any subcontract entered into for the purpose of fulfilling Your obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as You have under this clause, including the requirement in relation to subcontracts.

12.4. **Privacy Definitions**

12.4.1. In this clause 12, 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 section 95B(4) of the Privacy Act.

12.5. **Survival**

12.5.1. The operation of this clause 12 survives the expiration or earlier termination of the Term of this Agreement.
13. Indemnity

13.1. General Indemnity

13.1.1. 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 a cost of time spent, resources used, or disbursements paid by Us,
   arising from:
   d. any act or omission by You in connection with this Agreement, 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 Agreement;
   f. use of the Assets; or
   g. the use by Us of the Project Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights in Project Material or Existing Material.

13.2. Reduction of Scope

13.2.1. Your liability to indemnify Us under this clause 13 will be reduced proportionally to the extent that any fault on Our part contributed to the relevant cost, loss, damage, expense, or liability.

13.3. Preservation of Other Rights

13.3.1. Our right to be indemnified under this clause 13 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.

13.4. Meaning of ‘fault’

13.4.1. In this clause 13, ‘fault’ means any negligent or unlawful act or omission or wilful misconduct.

13.5. Survival

13.5.1. The operation of this clause 13 survives the expiration or earlier termination of the Term of this Agreement.
14. Insurance

14.1. Obligation to Insure
14.1.1. You must, for as long as any obligations remain in connection with this Agreement, have insurance as specified in the Schedule.

14.2. Evidence of Insurance
14.2.1. All insurance under this clause 14 is to be taken out with an insurer recognised by the Australian Prudential Regulation Authority or regulated by a State/Territory Auditor-General, and 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.

14.3. Survival
14.3.1. The operation of this clause 14 survives the expiration or earlier termination of the Term of this Agreement.

15. Conflict of Interest

15.1. Warranty of no Conflict
15.1.1. You warrant that, to the best of your knowledge after making diligent inquiry, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this Agreement.

15.2. Conflict that may Arise
15.2.1. Without limiting the operation of this clause 15, You must, during the Term of this Agreement, ensure that no Conflict arises through Your involvement with the parties or Programs, if any, specified in the Schedule.

15.3. Dealing with Conflict
15.3.1. If during the Term of this Agreement, a Conflict arises, You must:
   a. immediately notify Us in writing 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.

15.4. Failure to Deal with Conflict
15.4.1. If You fail to notify Us under this clause 15, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate the Term of this Agreement in accordance with clause 19.
16. Access to Premises and Records

16.1. General Access Rights

16.1.1. You must give Us, the Auditor-General, the Privacy Commissioner and persons authorised by Us (referred to in this clause 16 collectively as 'those permitted') access to premises at which accounts, records and material associated with this Agreement are stored or work under the Project 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 Agreement or any review of performance under this Agreement. You must also give those permitted access to any assets, wherever they may be located, and reasonable access to Your employees, office holders or members, for the same purpose.

16.2. Provision of Assistance

16.2.1. You must provide all reasonable assistance requested by those permitted when they exercise the rights under clause 16.1, including:

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 advisers who must provide access to Your accounts, records and copies of documentation, including computer discs or other forms of electronic data.

16.3. Limitation on Access Rights

16.3.1. The rights referred to in clause 16.1 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); and

b. Your reasonable security procedures.

16.4. No Reduction in Responsibilities

16.4.1. The requirement for access as specified in clause 16.1 does not in any way reduce Your responsibility to perform Your obligations in accordance with this Agreement.

16.5. Rights in Subcontracts

16.5.1. You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause allowing those permitted to have access as specified in this clause 16.

16.6. Survival

16.6.1. This clause 16 applies for the Term of this Agreement and for a period of 7 years from the date of expiration or earlier termination of the Term of this Agreement.
17. Delay

17.1. Obligation to Minimise
17.1.1. You must take all reasonable steps to minimise delay in completion of the Project.

17.2. Notification of Delay
17.2.1. If You become aware that You will be delayed in progressing or completing the Project in accordance with this Agreement, You must immediately notify Us in writing of the cause and nature of the delay. You are to detail in the notice the steps You will take to contain the delay.

17.3. Action of Delay
17.3.1. On receipt of a notice of delay, We may at Our option:
   a. notify You in writing of a period of extension to complete the Project and vary this Agreement accordingly;
   b. notify You in writing of reduction in the scope of the Project and any adjustment to the Funds for You to complete the reduced Project and vary this Agreement accordingly; or
   c. terminate this Agreement under clause 19 or take such other steps as are available under this Agreement.

17.4. Compliance with Timeframe
17.4.1. Unless We take action under clause 17.3, You are required to comply with the timeframe for progressing and completing the Project as set out in this Agreement.

17.4.2. If you do not notify us of any delay in progressing or completing the Project in accordance with clause 17.2 we may, at our sole discretion, terminate this Agreement under clause 19.

18. Termination with Costs

18.1. Termination or Reduction of Scope
18.1.1. We may, at any time by notice to You, terminate the Term of this Agreement in whole or reduce the scope of this Agreement without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination or reduction. If this Agreement is terminated or reduced in scope We will only be liable for:
   a. subject to clause 18.3, payments under the payment provisions of this Agreement; and
   b. subject to clauses 18.4, 18.5 and 18.6, any reasonable costs incurred by You and directly attributable to the termination of the Term of this Agreement or reduction in scope of the Agreement.
18.2. Your Obligations

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

a. cease or reduce the performance of Your obligations under this Agreement 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 18.3.1.b, or deal with any such Funds as We may notify to You.

18.3. Our Rights on Termination

18.3.1. Where We terminate the Term of this Agreement under clause 18.1 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 Agreement and payable by You as a current liability (written evidence of which will be required) by the date notice of termination given under clause 18.1 is deemed to be received in accordance with clause 31.2; 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 Agreement 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 18.1 is deemed to be received in accordance with clause 31.2; or

(ii) has not, in Our opinion, been spent by You in accordance with the terms and conditions of this Agreement,

and all such Funds will, without prejudice to any other rights available to Us under this Agreement or at law or in equity, be regarded as a debt due to Us without further proof by Us of the debt being necessary.

18.4. Abatement of Funding

18.4.1. If there is a reduction in scope of the obligations under this Agreement, Our liability to pay any part of the Funding will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Agreement.

18.5. Compensation

18.5.1. Our liability to pay any compensation under or in relation to this clause 18 is subject to:

a. Your strict compliance with this clause 18; and

b. Your substantiation of any amount claimed under clause 18.1.1.b.
18.6. Limit on Compensation

18.6.1. We will not be liable to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 18 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

19. Termination for Default

19.1. Defaults

19.1.1. If:

a. You fail to fulfil, or are in breach of any of Your obligations under this Agreement, and do not rectify the omission or breach within 10 Business Days of receiving a notice 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 of 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 Aboriginal Councils and Associations Act 1976 (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 Agreement, 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

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

19.2. Our Rights on Termination

19.2.1. Where We terminate the Term of this Agreement under clause 19.1 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 Agreement and payable by You as a current liability (written evidence of which will be required) by the date notice of termination.
19.3. Payment of Interest

19.3.1. If You do not repay us the amount referred to in clause 19.2.1 within 10 Business Days of receipt of the notice of termination (or if a different period is stated in the Schedule, that period) You must also pay Us Interest on the outstanding amount. The amount set out in the notice, and Interest owed under this clause will, without prejudice to any other rights available to Us under this Agreement or at law or in equity, be recoverable by Us as a debt due to Us by You without further proof of the debt by Us being necessary.

19.4. Preservation of Other Rights

19.4.1. Clause 19.2 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 Agreement.

20. Acknowledgment and Publicity

20.1. Acknowledgment of Support

20.1.1. You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Project, 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.

20.2. Right to Publicise Funding

20.2.1. We reserve the right to publicise and report on the awarding of Funding to You. We may do this by, amongst other things, including in media releases, general announcements about the Funding and in annual reports Your name, the amount of the Funds given to you and the title and a brief description of the Project.

20.3. Disclaimer

20.3.1. If we require it, You must include in all or some of the Project Material text in relation to a disclaimer as to any representations, accuracy or content of the Project Material.
20.4. **Survival**

20.4.1. This clause 20 applies for the Term of this Agreement and for a period of 7 years from the date of expiration or earlier termination of the Term of this Agreement.

21. **Subcontracting**

21.1. **Approval of Subcontracts**

21.1.1. You must not, without Our prior approval, subcontract the performance of any obligations under this Agreement. In giving written approval, We may impose such terms and conditions as We think fit. Any subcontractor who You propose to replace an approved subcontractor must also be approved by Us under this clause 21. The subcontractors We have approved at the Date of this Agreement, and any terms and conditions relating to their use, are identified in the Schedule.

21.2. **Responsibility for Obligations**

21.2.1. You are fully responsible for the performance of Your obligations under this Agreement, even though You may have subcontracted any of them.

21.3. **Suitability of Subcontractor**

21.3.1. Despite any approval given by Us under clause 21, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Agreement.

21.4. **Revocation of Approval**

21.4.1. We may revoke Our approval of a subcontractor on any reasonable ground.

21.5. **Action on Revocation**

21.5.1. Upon receipt of a written notice from Us revoking Our approval of a subcontractor, You must, as soon as practicable (or as We may direct in the notice), cease using that subcontractor to perform any of Your obligations unless We direct that the subcontractor be replaced immediately, in which case You must comply with the direction.

21.6. **Liability under Withdrawn Approval**

21.6.1. If We revoke our approval of a subcontractor, You remain liable under this Agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.

21.7. **Terms of Subcontracts**

21.7.1. You must, in any subcontract placed with a subcontractor, reserve a right of termination to take account of Our right of termination under clauses 18 or 19 and our right of revocation of approval under clause 21.5, and You must, where appropriate, make use of that right in the event of a termination or revocation by Us.
21.8. **Equal Opportunity**

21.8.1. You must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).

22. **Compliance with the National Code of Practice for the Construction Industry**

22.1.1. Where the Project involves construction, You must ensure that the Project complies with the National Code of Practice for the Construction Industry, Implementation Guidelines and Industry Guidelines and that compliance with the Code, Implementation Guidelines and Industry Guidelines are made a condition of tender and a condition of relevant contracts and extended to all subcontractors, consultants and suppliers who may be engaged by You.

22.1.2. For the purposes of this clause 22:


22.1.3. Alternatively We may supply copies of these documents upon Your request.

23. **Compliance with Laws and Our Policies**

23.1. **Compliance with Laws**

23.1.1. You must, in carrying out Your obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of the Commonwealth, and any State, Territory or Local Authority, including those 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.

23.2. **Compliance with Policies**

23.2.1. You must, in carrying out Your obligations under this Agreement, comply with any of Our policies as notified by Us to You, including those listed in the Schedule.

23.3. **Use of Our Premises**

23.3.1. 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.
24. Negation of Legal Relationship of Employment, Partnership and Agency

24.1. Status
24.1.1. You, Your employees, partners, officers, volunteers or agents will not, by virtue of this Agreement, be or for any purpose be deemed to be Our legal employees, partners or agents.

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

25. Entire Agreement, Variation and Severance

25.1. Entire Agreement
25.1.1. This Agreement records the entire agreement between You and Us in relation to its subject matter.

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

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

26. Waiver

26.1. Exercise of Rights
26.1.1. If either Party does not exercise (or delay in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

26.2. Partial Exercise of Rights
26.2.1. A single or partial exercise by either Party of any of its rights does not prevent the further exercise of any right.

26.3. Means of Waiver
26.3.1. Waiver of any provision of, or right under, this Agreement:
   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.
26.4. **Meaning of 'rights'**

26.4.1. In this clause 26, 'rights' means rights or remedies provided by this Agreement or at law or in equity.

27. **Assignment and Novation**

27.1. **Assignment of Rights**

27.1.1. You must not assign Your rights under this Agreement without prior written approval from Us.

27.2. **Novation**

27.2.1. 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 Agreement without first consulting Us.

28. **Dispute Resolution**

28.1. **Informal Resolution**

28.1.1. The Parties agree that a dispute arising under this Agreement 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 not having any prior involvement in the dispute;

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 may agree to 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 28.1.1.d in order to achieve a speedy resolution;

f. if a resolution is not reached within a further 28 Days, either Party may commence legal proceedings.

28.2. **Costs**

28.2.1. Each Party will bear its own costs of complying with this clause 28, and the Parties must bear equally the cost of any third person engaged under clause 28.1.1.d.

28.3. **Application of Clause**

28.3.1. This clause 28 does not apply to the following circumstances:
28.4. Performance of Obligations

28.4.1. Despite the existence of a dispute, You must (unless requested in writing by Us not to do so) continue to perform Your obligations under this Agreement.

28.5. Survival

28.5.1. The operation of this clause 28 survives the expiration or earlier termination of the term of this Agreement.

29. Applicable Law and Jurisdiction

29.1. Applicable Law

29.1.1. This Agreement is to be construed in accordance with, and any matter related to it is to be governed by the law of the Australian Capital Territory.

29.2. Jurisdiction

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

30. Liaison and Monitoring

30.1. Liaison

30.1.1. You must:

   a. liaise with and provide information to Us as reasonably required by Us; and

   b. comply with all Our reasonable requests, directions, or monitoring requirements.

30.2. Nomination of Authorised Person

30.2.1. 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 Agreement and accept any request or direction in relation to the Project.

31. Notice

31.1. Giving of Notice

31.1.1. A Party giving notice or notifying under this Agreement 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
31.2. Receipt of Notice

31.2.1. A notice given in accordance with clause 31.1.1 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.

31.1.2. The Parties' address details are as specified in the Schedule.
1. PROGRAM AND PROJECT

The objectives of this project are to develop fitness standards for volunteers undertaking storm damage response operations; comprehensive analysis of capability-specific job tasks and physiological performance demands of the 27,000 (approx) volunteer SES members across the nation undertaking a range of SES activities such as land, air and evidence search, road crash rescue, vertical rescue, and management support; development of a national level guideline, recommend training and testing regimes to ensure that these physical and physiological requirements are being met.

To achieve this objective, the project will deliver the following outputs, namely:

a. a common testing arrangement for all SES volunteers for the primary operational tasks that they undertake, regardless of volunteer's location

b. recommend the protocol (including the duties, frequency and duration of testing) required to measure individual fitness requirements to undertake their duties

In managing the project, the following project milestones should be adhered to:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Job task analysis for land, air and evidence search.</td>
</tr>
<tr>
<td>2</td>
<td>Job task analysis for flood rescue operations.</td>
</tr>
<tr>
<td>3</td>
<td>Completion of the Fit For Task analysis for storm damage response, with national level guidelines and supporting information finalised and readily available across the industry.</td>
</tr>
<tr>
<td>4</td>
<td>In-field observations and physiological measurement of tasks required during land, air and evidence search and flood rescue operations and subsequent identification of criterion physically demanding tasks.</td>
</tr>
<tr>
<td>5</td>
<td>Finalise report for submission to AGD.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.12.12</td>
</tr>
<tr>
<td>31.03.13</td>
</tr>
<tr>
<td>30.05.13</td>
</tr>
<tr>
<td>30.06.13</td>
</tr>
<tr>
<td>31.07.13</td>
</tr>
</tbody>
</table>

The Project Period commences on 9 October 2012 or on the date of this agreement, whichever is the later, and ends by no later than 2 August 2013.
2. Budget

The total funding for the Project is $197,302 GST exclusive and is to be expended as follows:

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level A Step 5 Researcher (incl. salary on costs)</td>
<td>$74,085.00</td>
</tr>
<tr>
<td>Research Assistant Grade 1 Step 3 (incl. salary on costs)</td>
<td>$60,832.75</td>
</tr>
<tr>
<td>Casual Research Assistance (incl. salary on costs)</td>
<td>$40,409.25</td>
</tr>
<tr>
<td>Travel</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Consumables</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Advertisement costs for research positions</td>
<td>$2,475.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$197,302.00</strong></td>
</tr>
</tbody>
</table>

3. Funding and Payment

(clauses 1.1, 3.1.1, 4.2.2.b, 4.5.1)

Upon receipt of two original signed Funding Agreements and a completed Vendor Creation Form, the Funding will be paid as follows:

a. the first payment of $160,000.00 (GST exc) will be paid within 30 days from receipt of a correctly rendered Tax Invoice in accordance with this Agreement and Schedule; and

b. final payment of $37,302.00 (GST exc) will be paid against completion of milestone 3 and within 30 days of receiving a correctly rendered Tax Invoice in accordance with this Agreement and Schedule. The final payment is subject to the ACT Emergency Services Agency’s stating in email correspondence “Intention to complete the project with satisfactory outcome endorsed by AGD and if unsatisfactory then recovery action of final monies could be undertaken by AGD”.

Other Contributions (clause 5.1.1)

Not applicable.
Invoicing (clause 3.1):

In accordance with Government financial regulations, payment can only be made on receipt of a correctly rendered Tax Invoice. We will only accept Tax Invoices sent by e-mail or post. **We will not accept Tax Invoices sent by facsimile.** Tax Invoices must:

a. state that it is a Tax Invoice;
b. be on your company/organisational letterhead;
c. include your company/organisational name and address;
d. include your Australian Business Number (ABN);
e. include the date of the invoice;
f. identify the Project including Project Registration Number;
g. identify the amount invoiced;
h. state that the amount invoiced includes GST;
i. be addressed to Our contact specified in Item 11 of Schedule 1;
j. include Attorney-General’s Department’s full name and ABN (92 661 124 436);
k. indicate whether it refers to the initial payment, a progress payment or the final payment); and
l. meet the requirements of the GST Act.

The period for acquittal or repayment of Funding is 30 days.

4. Reports
(clauses 1.1, 7.1 to 7.3)

You must provide:

a. an initial progress report on completion of Milestone 1 as listed above by no later than 14 January 2013,
b. a further progress report, upon completion of Milestone 3 as listed above, no later than 3 June 2013;
c. a completed Final Report, which includes a Certificate of Compliance (proforma) for Funding Expenditure by no later than 2 August 2013.
d. additional reports as required by Us.

Progress reports must include, but need not be limited to, the following information for the Reporting period as follows.

a. the Recipient’s name;
b. the names of all the Recipient’s subcontractors;
c. the full Activity title;
d. the amount of Funding payable under the Agreement;
e. a statement of the Funding, Recipient Contributions and Other Contributions received to date including the amount spent and the amount remaining in the account;

f. the part of the Activity Period to which the Report relates;

g. a description of the progress of the Activity to date, including detail of the Objectives achieved during the period to which the Report relates and reasons why any Objectives have not been met;

h. a clear summary of the work undertaken in the period to which the Report relates and an analysis of the effectiveness of this work;

i. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity;

j. a discussion and statement as to whether the timeframes and Milestones for the Activity (and specifically during the Report period) are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected effects (if any) the delay will have on the Activity (including subsequent Milestones and the overall completion of the Activity).

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

The final Report must:

a. discuss in detail the operation, mechanisms and processes employed by the Recipient to perform the Activity and achieve the Objectives;

b. describe the Recipient'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; and

d. evaluate the Activity and include a detailed discussion as to whether the Objectives of the Activity were achieved, and if not, an explanation of why any Objectives were not met. Include a one page executive summary

The Recipient must also include in the final Report a discussion of any other matters, relating to the evaluation of the Activity, which the Department notifies the Recipient is required to be included in the final Report. Any such requirement will be notified to the Department at least 20 Business Days before the final Report is due.

5. Intellectual Property

(clause 1.1, clause 10)

You must provide us with a copy of any intellectual property produced by this project.

Larsen, B; Aisbett, B; Graham. Identification of physically demanding tasks performed during storm damage operations by Australian State Emergency Service personnel 2011.
6. Disclosure of Information (Intentionally Deleted)
   (clause 11)

7. Insurance
   (clause 14.1)

   You are required to obtain and maintain as a minimum:

   a. Public liability insurance not less than the value of $10 million per claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, 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;

   b. Professional indemnity insurance not less than the value of $5 million per claim, or occurrence giving rise to a claim;

   c. Workers compensation insurance as required by law where You carry out activities under this Agreement.

8. Conflict of Interest
   (clause 15.2)

   None specified

9. Disclaimer, Acknowledgment and Publicity
   (clause 20.1 to 20.3)

   The following disclaimer and acknowledgement must be used on publications or documents produced:

   **Disclaimer**

   This material was produced with funding provided by the Attorney-General's Department through the National Emergency Management program. The ACT Emergency Services Agency, Attorney-General's Department and the Australian Government make no representations about the suitability of the information contained in this document or any material related to this document for any purpose. The document is provided 'as is' without warranty of any kind to the extent permitted by law. The ACT Emergency Services Agency, Attorney-General's Department and the Australian Government hereby disclaim all warranties and conditions with regard to this information, including all implied warranties and conditions of merchantability, fitness for particular purpose, title and non-infringement. In no event shall the ACT Emergency Services Agency, Attorney-General's Department or the Australian Government be liable for any special, indirect or consequential damages or any damages whatsoever resulting from the loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of information available in this document. The document or material related to this document could include technical inaccuracies or typographical errors.
If the project involves development of a web-site, the following disclaimer must be included:

The ACT Emergency Services Agency, Attorney-General's Department and the Australian Government make no representations about the suitability of any information on or available through this website. The information available on or through this website is provided "as is" without warranty of any kind to the extent permitted by law. The ACT Emergency Services Agency, Attorney-General's Department and the Australian Government hereby disclaim all warranties and conditions with regard to this information, including all implied warranties and conditions of merchantability, fitness for particular purpose, title and non-infringement. In no event shall the ACT Emergency Services Agency, Attorney-General's Department or the Australian Government be liable in any way whatsoever, whether in negligence or otherwise, for any loss or liability arising out of or in connection with the use of information on or available through this website.

Acknowledgement and Publicity

a. You must acknowledge the provision of the Funding by the Australian Government in an appropriate manner, including the use of the Australian Government Crest (details of which will be provided on request);

b. You must provide Us reasonable notice of any planned publicity in relation to the project including, amongst other things, product launches, media releases and general announcements about the project. We must have the opportunity to be involved in any and/or all publicity in relation to the project; and.

c. We reserve the right to publicise and report on the finalisation and/or release of project outputs, project outcomes and intellectual property. We may do this by, amongst other things, media releases and general announcements about the project.

10. Subcontractors
(clause 21)

None specified.

11. Compliance with Laws and Policies
(clauses 23.1 and 23.2)

You must comply with the following laws in carrying out the Project:

Equal Opportunity for Women in the Workplace Act 1999;

Racial Discrimination Act 1984;

Sex Discrimination Act 1984;

Disability Discrimination Act 1992;

Crimes Act 1914;
Criminal Code Act 1995;

12. Notices
(clause 30)

Our details are as follows:

Name: Ms Fran Leonard
Position: Manager, Projects
Address: Capability Governance and Assurance Branch
          Attorney-General's Department
          3-5 National Circuit
          BARTON ACT 2600
Telephone: (02) 6141 4542
Facsimile: (02) 6141 3998
Email: nationalprojects@ag.gov.au

Our alternate contact:

Name:
Position:
Address:
Telephone:
Facsimile:
Email:
Your details are as follows:

Name: Mr Tony Graham
Position: Chief Officer
Address: GPO Box 158, Canberra City, ACT 2601
Telephone: 02 6207 8400
Mobile: 0418 408436
Email: tony.graham@act.gov.au

Alternate contact

Name:
Position:
Address:
Telephone:
Facsimile:
Email:

You must quote the following Registration Number in all correspondence with us relating to this project:

Registration Number: NP1213-0031
THIS AGREEMENT is made on the .....1...

day of .....October

2012.

Signatures

SIGNED for and on behalf of the Commonwealth of Australia represented by Attorney-General’s Department (ABN 92 661 124 436) by:

[Name of signatory]

A/Assistant Secretary

Signature

Attorney-General’s Department

In the presence of:

[Name of witness]

Signature of witness

SIGNED for and on behalf of the ACT Emergency Services Agency (ABN 77 972 506 632) by:

[Name of signatory – CEO, CFO or equiv]

Signature

In the presence of:

[Name and address of witness]

Signature of witness