

Funding Deed for the Biochar Capacity Building Program

[Insert name of research program]

Commonwealth of Australia acting through
the Department of Agriculture, Fisheries and
Forestry
(Commonwealth)

[Insert full name of Grantee]
(Grantee)

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DATE OF EXECUTION ***[Insert the date in handwriting when the Deed is signed by the Commonwealth. This is not necessarily the same as the Commencement Date. The Commonwealth should sign after the Grantee has signed.]***

PARTIES

Commonwealth of Australia ABN 24 113 085 695 for the purposes of this Deed, acting through the Department of Agriculture, Fisheries and Forestry (**Commonwealth**)

Address:

Phone:

Facsimile:

Email:

Contact officer:

[Name of Grantee] ABN [Insert the Grantee's ABN] (**Grantee**)

Address:

Contact person:

Position:

Phone:

Work:

Mobile:

Email:

[Insert details for an alternate contact person. This could be a research assistant or an administration officer associated to the project]

Alternate contact:

Position:

Phone:

Work:

Mobile:

Email:

BACKGROUND

- A. The *Biochar Capacity Building Program* (BCBP) will develop biochar as an option for Australia's land managers to help mitigate Australia's greenhouse gas emissions and provide opportunities to participate in carbon markets through the Carbon Farming Initiative.
- B. The Grantee has applied for funding under the funding program.
- C. The Commonwealth has agreed to provide funding to the Grantee to assist them with a Project under that program.
- D. The Commonwealth must ensure accountability of the Funding and the Grantee is therefore required to be accountable for all Funding received.
- E. The Commonwealth's funding to the Grantee is subject to the terms and conditions set out in this Deed.

AGREED TERMS

1. DEFINED TERMS & INTERPRETATION

1.1 Defined terms

In this Deed, unless the context otherwise requires:

Asset means an asset acquired by the Grantee wholly or partly with the Funds which has a value of \$5000 or more and which is listed in the Schedule.

Bank Account means the bank account specified in the Information Table in the Schedule.

Budget means the budget for the Project as set out the Schedule.

Business Day means any day other than a Saturday, Sunday or a public holiday.

Commencement Date means the date specified in the Information Table in the Schedule.

Commonwealth Material means any material provided by the Commonwealth to the Grantee for the purposes of this Deed including, but not limited to, documents, equipment, information and data stored by any means and any material derived from such material.

Confidential Information means:

in relation to information of the Commonwealth, information that:

- (a) is by its nature confidential; or
- (b) is described in the Schedule to this Deed; or
- (c) the Grantee knows or ought to know is confidential (including information that is designated by the Commonwealth as confidential),

in relation to information of the Grantee, information that:

- (a) is described in the Schedule to this Deed; or
- (b) the Commonwealth otherwise agrees in writing is confidential information of the Grantee,

in relation to both information of the Commonwealth and the Grantee, confidential information does not include information which is or becomes public knowledge other than by breach of this Deed.

Electronic Communication has the same meaning as in the *Electronic Transactions Act 1999* (Cth).

Deed means this funding deed and includes any schedules and annexures.

Funding means the amount specified in the Information Table of the Schedule.

Grantee's Personnel includes contractors to the Grantee and their employees.

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

Information Privacy Principles are the principles set out in section 14 of the *Privacy Act 1988* (Cth).

Intellectual Property means all intellectual property rights including rights relating to know-how, copyright, inventions and patents, trademarks, registered designs, layouts and all other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields.

Key Performance Indicators or KPIs mean the indicators specified in the Schedule.

Milestones means the milestones specified in the Schedule.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

Objectives means the objectives of the parties in entering into this Deed specified in the Schedule.

Other Contributions means contributions towards the Project, whether financial or otherwise, set out in the Schedule and which are obtained by the Grantee from persons other than the Commonwealth and, for the avoidance of doubt, includes the Grantee's own contributions.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Project means the project described in the Schedule.

Project Material means any material created for the purposes of this Deed or brought into existence for the purpose of undertaking the Project.

Reports means the reports to be provided to the Commonwealth relating to the Project containing the information described in the Schedule, and includes the final report required under clause 8.2.

Term means the period specified in the Information Table of the Schedule commencing on the Commencement Date.

1.2 Interpretation

In this Deed, unless the contrary intention is indicated:

- (a) the singular includes the plural and vice-versa;
- (b) a reference to one gender includes the other;
- (c) a reference to a person includes a body politic, body corporate or a partnership;
- (d) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (e) a reference to a clause includes a reference to a subclause of that clause;
- (f) a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document in effect on the Commencement Date, or alternatively, a reference to another version of the document if agreed in writing between the parties.

2. PROJECT PERFORMANCE

2.1 Project performance

The Grantee must undertake the Project during the Term in accordance with this Deed diligently, effectively and with due care and skill.

2.2 Milestones and KPIs

The Grantee must carry out the Project in accordance with the Milestones and the Key Performance Indicators.

2.3 Variation of the Project

The Grantee must not undertake activities that are inconsistent with activities that are encompassed in the Project without the prior written approval of the Commonwealth.

2.4 Assessment of the Project

The Grantee must:

- (a) provide to the Commonwealth such information concerning the Project as the Commonwealth reasonably requests from time to time; and
- (b) facilitate such visits by representatives of the Commonwealth as the Commonwealth reasonably requests for the purposes of assessing the Project.

2.5 Equal Opportunity for Women in the Workplace Act 1999 (Cth)

Without limiting any of its other obligations in this Deed, the Grantee must comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999 (Cth)* and must not enter into a contract under this Deed with a contractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Act.

3. GRANTEE'S WARRANTIES

3.1 Grantee capability

The Grantee warrants that it and the Grantee's Personnel:

- (a) have the necessary qualifications and experience to undertake and complete the Project;
- (b) will devote their efforts and attention to the performance of the Project; and
- (c) will complete the Project in a timely and efficient manner.

4. FUNDING PAYMENT

4.1 Payment of Funding by instalments

The Commonwealth will pay the Funding to the Grantee by instalments at the times and in the manner specified in the Schedule if:

- (a) the funds for the Funding have been appropriated;
- (b) the Grantee has performed the part of the Project to which the instalment relates, in accordance with the Milestones and Key Performance Indicators relevant to the instalment to the satisfaction of the Commonwealth; and
- (c) the Commonwealth receives a tax invoice from the Grantee which sets out
 - (i) the total amount of the Funding instalment to which the invoice relates;
 - (ii) the project number
 - (iii) the name of the department's contact officer and
 - (iv) such other information as the Commonwealth requires.

4.2 Right to suspend payment

The Commonwealth may suspend payment of the Funding or an instalment of the Funding:

- (a) if the Grantee has not completed a Report that is due to be completed before the date for payment, until that Report is completed;
- (b) if the Grantee has not achieved a Milestone that was due to be completed before the date for payment, until that Milestone is completed;
- (c) if the Grantee has not otherwise performed the Project to the satisfaction of the Commonwealth, until the Grantee remedies its performance; or
- (d) if the Grantee is in breach of this Deed, until the breach is rectified.

4.3 Right to pay part of instalment

The Commonwealth may pay part of an instalment if the Grantee has failed to fulfil all the requirements of a Milestone as set out in the Schedule. The Commonwealth will then pay the balance of the Milestone as and when the omitted requirements have been met by the Grantee. The Commonwealth will determine, acting reasonably, what proportion of a payment will be withheld to reflect the failure by the Grantee to achieve all the requirements of the Milestone.

4.4 The Funding and Other Contributions

- (a) The Grantee must obtain the Other Contributions (if applicable) set out in the Schedule.

- (b) The Grantee must notify the Commonwealth immediately if it does not obtain all or part of the Other Contributions.
- (c) If the Grantee fails to obtain the Other Contributions, the Commonwealth may:
 - (i) reduce the Funding by an amount equal to the proportion that the Other Contributions bear to the total Funding for the Project; or
 - (ii) suspend payment of the Funding or an instalment of the Funding until the Other Contributions are received; or
 - (iii) terminate this Deed by notice to the Grantee, in which case the provisions of clause 17.4 apply.

5. USE AND BANKING OF FUNDING MONEY

5.1 Funding to be used for Project purposes

The Funding must only be spent by the Grantee:

- (a) for the purposes of undertaking the Project and purposes that are incidental to the Project;
- (b) in accordance with the Budget; and
- (c) otherwise in accordance with the terms and conditions of this Deed.

5.2 Budget

- (a) The Grantee may, subject to clause 5.2(b), vary the Budget by re-allocating expenditure to items specified in the Budget.
- (b) Any variation under clause 5.2(a) which increases or decreases the amount allocated to an item of expenditure by more than 10 per cent cannot be made without the Commonwealth's prior approval.
- (c) This clause applies to headline items in the Budget and not to sub-items.

5.3 Things Funding must not be used for

Subject to any agreement to the contrary, the Grantee must not spend the Funding on:

- (a) costs incurred before the Commencement Date;
- (b) capital works or the acquisition of major equipment; or
- (c) expert advice that is already provided through government businesses or government extension services.

5.4 Repayment of Funding

If the Grantee spends the Funding otherwise than in accordance with clause 5.1, the Grantee is liable to repay to the Commonwealth the amount of Funding so spent and the Commonwealth may recover that amount of Funding from the Grantee as a debt due to the Commonwealth.

5.5 Payment of Funding into the Bank Account

- (a) All of the Funding paid by the Commonwealth to the Grantee must be deposited immediately into the Bank Account.
- (b) The Bank Account must only be used for the purposes of receiving and disbursing the Funding unless otherwise approved in writing by the Commonwealth.
- (c) When requested by the Commonwealth, the Grantee must immediately give the Commonwealth details of the Bank Account.
- (d) Any interest that is earned on the Funding is treated as Funding money and must be used for the Project.
- (e) The Grantee must identify the receipt and expenditure of the Funding separately within the Grantee's accounting records so that at all times the Funding is identifiable and ascertainable.

5.6 Spending the Funding

The Grantee must not spend any of the Funding if it receives notice from the Commonwealth directing the Grantee not to spend the Funding. The Commonwealth may issue such a notice to the Grantee if the Grantee:

- (a) has not completed a Report that was due before the date of notification;
- (b) has not met a Key Performance Indicator that was due before the date of notification;
- (c) has not achieved a Milestone that was due to be achieved before the date of notification; or
- (d) is otherwise in breach of this Deed.

5.7 Unexpended Funding moneys

If at the end of the Term there is unspent and uncommitted Funding money, the Grantee must refund the unspent money together with any interest earned to the Commonwealth within 10 Business Days of receiving the Commonwealth's request to do so.

6. GOODS AND SERVICES TAX

6.1 Interpretation

Words or expressions used in this clause which are defined in the GST Act have the same meaning in this clause.

6.2 Registration for GST

Each party is GST registered, has quoted its ABN to the other and must inform the other immediately of any changes to either.

6.3 Funding is GST inclusive

The Funding payable under this Deed is GST inclusive unless otherwise specified.

6.4 Reimbursements or indemnities

If a payment to a party under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be inclusive of any GST payable and will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

6.5 Tax invoices

- (a) The Commonwealth need not make a payment for a taxable supply made under or in connection with this Deed until the Grantee has given the Commonwealth a tax invoice which complies with the GST Act for the supply to which the payment relates.
- (b) The Grantee must give the Commonwealth an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply made under or in connection with this Deed within seven days after the date the Grantee becomes aware of the adjustment event.

7. ACCOUNTS AND RECORDS

7.1 Accurate record keeping

The Grantee must:

- (a) keep complete and accurate books and records that are separate from any other books and records of the Grantee's business (including any particular accounts specified by the Commonwealth):
 - (i) setting out details of all work carried out under this Deed;
 - (ii) recording the receipt and expenditure of the Funding;
 - (iii) recording the receipt of the Other Contributions and the date of receipt of those Other Contributions; and
 - (iv) clearly showing any interest earned on Funding or Other Contributions.
- (b) permit the Commonwealth at any time and without prior notice, through its officers, agents or advisers authorised on its behalf, to examine and inspect any material in the possession of the Grantee which is relevant to this Deed, including any books and records, and provide all necessary facilities for that purpose;
- (c) give full and accurate answers to any questions the Commonwealth or its representative may have concerning books or records relating to this Deed and provide all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning the Project or this Deed. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Commonwealth), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee; and
- (d) retain for a period of seven years after termination or expiration of this Deed all books and records relating to the Funding.

7.2 Any contract to permit Commonwealth to have access

The Grantee must ensure that any contract entered into for the purpose of this Deed contains a clause permitting the Commonwealth and its representatives to have access to the contractor's premises, books and records, as specified in this clause.

7.3 Commonwealth may carry out an audit

The Commonwealth may arrange for the carrying out of an audit of the Grantee's books and records at the Commonwealth's cost.

7.4 Grantee to allow access

- (a) The Grantee must cooperate with the Commonwealth or its appointed auditors in the conduct of the audit and, for that purpose, must:
- (b) allow access to the Grantee's premises at reasonable times and on reasonable notice;
- (c) require the Grantee's Employees to produce books and records related to this Deed and allow any such documentation to be inspected and copied; and
- (d) provide full and accurate answers to any questions asked in relation to that documentation.

7.5 Grantee's audit

The Commonwealth may at any time request the Grantee to provide at its own expense a report, as specified by the Commonwealth, of an independent auditor verifying that the Funding and, where applicable, Other Contributions have been spent in accordance with this Deed.

7.6 Clause survives termination

This clause applies for the Term and for a period of seven years from the date of expiration or termination.

8. REPORTS

8.1 Reports

The Grantee must give the Reports to the Commonwealth at the times and in the manner specified in the Schedule.

8.2 Final report

The Grantee must provide to the Commonwealth a final report as specified in the Schedule.

8.3 Failure to provide Reports

Without limiting the Commonwealth's rights under this Deed, a failure to provide Reports may result in:

- (a) suspension of payment of the Funding or any instalment of the Funding under clause 4.2;
- (b) withholding of part of a Milestone payment under clause 4.3;
- (c) a liability to repay the Funding to the Commonwealth under clause 5.4;

- (d) a direction not to spend the Funding under clause 5.6;
- (e) termination of this Deed under clause 17.1;
- (f) the Commonwealth noting the Grantee's failure and taking this into account in any future grant applications that the Grantee may make.

9. ASSETS

9.1 Ownership of Assets

- (a) An Asset is owned by the Grantee except where the Grantee has leased the Asset or otherwise acquired it through financing arrangements that delay passing of title.
- (b) The Grantee must not acquire or lease any Asset not listed in the Schedule with Funding money unless the Commonwealth gives prior written approval.

9.2 Use of Assets

- (a) The Grantee must only use the Assets for a purpose consistent with the Objectives.
- (b) If the Grantee uses an Asset for a purpose inconsistent with the Objectives, the Commonwealth reserves the right to suspend the Funding or terminate this Deed.

9.3 Register of Assets

The Grantee must establish and maintain a register of Assets which must be provided to the Commonwealth on request.

9.4 Insurance, care and disposal of Assets

- (a) The Grantee must maintain insurance with an insurer approved by the Commonwealth for the full replacement value of any Asset.
- (b) The Grantee must care for Assets in the same manner as a responsible owner would.
- (c) The Grantee may, subject to Commonwealth prior written approval, dispose of an Asset, including after the end of the Term, at fair market value but must bring into account the Attributable Proportion of the value of the proceeds of disposal so that such proceeds are treated as part of the Funding unless the Commonwealth agrees otherwise.
- (d) **Attributable Proportion** means the proportion of the proceeds which are attributable to the proportion of the total purchase price that was from Funding money on acquisition of the Asset.

Paragraphs (c) and (d) may not be appropriate for some big infrastructure or reimbursement grants. Consideration should be given to the types of assets to be purchased and expected life of those assets as compared with the Term of the Deed. Assistance on this issue may be sought from the Grants Policy Section.

10. COMMONWEALTH MATERIAL

10.1 Ownership of material

Commonwealth Material remains the property of the Commonwealth and, on the expiration or earlier termination of this Deed, the Grantee will, at its cost, return it to the Commonwealth within 7 days.

10.2 Copyright

The Commonwealth must inform the Grantee of any Commonwealth Material produced for and on behalf of the Commonwealth in which third parties hold copyright and of any conditions attaching to the use of that material because of that copyright. The Grantee must use that material only in accordance with those conditions.

10.3 Safekeeping of Material

The Grantee is responsible for the safekeeping and maintenance of Commonwealth Material.

11. CONFIDENTIAL INFORMATION

11.1 Use by either party of Confidential Information

Each party must not:

- (a) use Confidential Information for any purpose other than the performance of the obligations under this Deed; or
- (b) disclose (and ensure that its officers, employees, agents and subcontractors do not disclose) Confidential Information to any third party, except in accordance with the procedures set out in this clause.

11.2 Disclosure to third parties of Confidential Information

A party may disclose Confidential Information to a third party if:

- (a) the party has obtained the prior written approval of the other party, which approval will not be unreasonably withheld if the party has procured a suitable confidentiality undertaking in respect of the information from the third party; or
- (b) disclosure is:
 - (i) necessary for a party to fulfil its obligations under this Deed (for example, to that party's personnel);
 - (ii) required or compelled by an order of a court or by any law; or
 - (iii) necessary for the conduct of any legal proceedings arising in relation to this Deed.

11.3 Confidentiality of provisions

The provisions of this Deed, if any, specified in the Schedule are considered by the parties to be confidential and their content must not be disclosed without the agreement of the parties, unless otherwise required by law or by Commonwealth accountability requirements.

11.4 Survival of this clause

This clause survives the expiration or termination of this Deed.

12. PERSONAL INFORMATION - GRANTEE TO COMPLY WITH PRIVACY OBLIGATIONS

- (a) The Grantee must comply with its privacy obligations under relevant legislation and warrants that it has not acted or omitted to act so as to expose the Commonwealth to a breach of privacy claim.
- (b) The Grantee must not do an act, or engage in a practice, that would breach an Information Privacy Principle if done or engaged in by the Commonwealth.
- (c) The Grantee must ensure that any subcontract includes a clause functionally equivalent to this clause 12.

13. INTELLECTUAL PROPERTY RIGHTS & ACKNOWLEDGEMENTS**13.1 Project Material**

Subject to any agreement to the contrary, the title to, and Intellectual Property rights in any Project Material vests solely upon its creation in the Grantee.

13.2 Licence to the Commonwealth

- (a) The Grantee grants to the Commonwealth a non-exclusive, perpetual, royalty free licence (including a right to sub-licence) to use and adapt the Project Material.
- (b) The Grantee grants to the Commonwealth unrestricted permission for the use of any information that identifies the source or location where Project Material has been generated, including global positioning information.

13.3 Moral Rights

The Grantee warrants that it has done all that is necessary to ensure that the Commonwealth is not exposed to any Moral Rights claims.

13.4 Acknowledgements

- (a) In all publications, promotional materials, signage and activities relating to the Project and this Deed, the Grantee must acknowledge, in consultation with the Commonwealth's contact officer, the financial and other support it has received from the Commonwealth in accordance with the Due Recognition Guidelines available from the Commonwealth's contact officer.
- (b) The Commonwealth may advise the Grantee that the Commonwealth's logo (coat of arms) must be included in all publications and promotional materials. The Grantee must not use the Commonwealth's logo on any material without first obtaining the permission of the Commonwealth.
- (c) All publicity, announcements and media releases relating to the Project must be cleared through the Commonwealth's contact officer with appropriate notice, before release to the media.
- (d) The Grantee must obtain the agreement of the Commonwealth in relation to, and prior to any launches or openings or the release of any publicity material relating to the Project.

- (e) Requests for Ministerial or other Commonwealth representation at launches and functions relating to the Project must be coordinated through the Commonwealth's contact officer.

14. INDEMNITY AND INSURANCE

14.1 Indemnity

The Grantee indemnifies the Commonwealth against all claims, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Commonwealth) that the Commonwealth may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this Deed by the Grantee including, but not limited to, a breach in respect of which the Commonwealth exercises an express right to terminate this Deed; or
- (b) any loss of or damage to any property or injury to or death of any person or financial loss caused by any negligent act or omission or wilful misconduct of the Grantee or its officers and employees

except to the extent that any negligent act or omission of the Commonwealth contributed to the relevant loss or liability.

14.2 Insurance cover

In connection with the undertaking of the Project, the Grantee must have and maintain during the Term valid and enforceable insurance policies for:

- (a) public liability on a per occurrence basis, which must provide coverage, in respect of each occurrence, for at least \$10 million; and
- (b) workers' compensation.

14.3 Evidence of insurance required

The Grantee must give evidence of insurance required under this clause when the Commonwealth asks for it.

14.4 Survival of clause 14.1

The operation of clause 14.1 survives the expiration or termination of this Deed.

15. CONFLICT OF INTERESTS

15.1 Existence of conflict of interests

The Grantee warrants that, at the date of signing this Deed, no undisclosed conflict of interests exists or is likely to arise in the performance of its obligations under this Deed.

15.2 Notification of conflict of interests

If, during the Term, a conflict of interests arises, or appears likely to arise, the Grantee must:

- (a) notify the Commonwealth immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and

- (c) take such steps as the Commonwealth reasonably requires to resolve or otherwise deal with the conflict.

15.3 Meaning of conflict of interests

A conflict of interests includes a conflict of:

- (a) interest and duty; and
- (b) duty and duty.

16. DISPUTE RESOLUTION

16.1 The parties must, in respect of any dispute or difference whatsoever arising out of or in connection with this Deed (Dispute), use all reasonable efforts in good faith to resolve the Dispute.

16.2 If the parties are unable to resolve the Dispute within 10 days, then the party wishing to take the Dispute further must give the other party a notice of the Dispute setting out the nature of the Dispute (Dispute Notice).

16.3 Following the giving of a Dispute Notice, the Dispute must be referred to a mediator mutually selected by the parties (or, failing agreement within 7 days, selected by the President of the Institute of Arbitrators & Mediators Australia) for a mediation to be conducted in accordance with The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

16.4 If the Dispute is not resolved within 30 days of the referral to mediation (or such other period as agreed by the parties in writing), any party may, if it wishes, commence legal proceedings.

16.5 Nothing in this clause prevents any party from seeking urgent relief.

16.6 Failure to resolve dispute

If the parties fail to resolve a dispute under this clause the Commonwealth may terminate this Agreement under clause 17.2.

17. TERMINATION

17.1 Default

In addition to its rights in clause 4.2, the Commonwealth may terminate this Deed with immediate effect by giving notice to the Grantee if:

- (a) the Grantee breaches any provision of this Deed and fails to remedy the breach within 14 days, or such longer period as the Commonwealth stipulates, after receiving notice requiring it to do so;
- (b) the Grantee breaches a material provision of this Deed and that breach is not, in the opinion of the Commonwealth, capable of remedy;
- (c) the Commonwealth is satisfied that the purposes, objectives and activities of the Grantee are incompatible with the Objectives;

- (d) the Commonwealth has received notice that the Other Contributions have not been received by the Grantee or that the Other Contributions have not been provided at the time or in the manner specified in this Deed;
- (e) the Grantee notifies the Commonwealth that the Project is not to proceed; or
- (f) an event referred to in clause 17.3 happens to the Grantee.

17.2 Termination for convenience

- (a) The Commonwealth may, at any time, by notice, terminate this Deed or reduce the scope of the Project for convenience.
- (b) Upon receipt of a notice of termination or reduction the Grantee must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Project Material; and
 - (iii) continue work on any part of the Project not affected by the notice.
- (c) If this Deed is terminated under this clause, the Commonwealth is liable only for:
 - (i) payments under clause 4 for work undertaken before the effective date of termination; and
 - (ii) reasonable and unavoidable costs incurred by the Grantee and directly attributable to the termination.
- (d) If the scope of the Project is reduced, the Commonwealth's liability to pay the Funding abates in accordance with the reduction in the Project.
- (e) The Commonwealth is not liable to pay compensation under clause 17.2(c)(ii) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Grantee under this Deed, exceed the Funding.
- (f) The Grantee is not entitled to compensation for loss of prospective profits.
- (g) The Grantee must ensure that any contract entered into in connection with the Project includes a clause that is functionally equivalent to this clause 17.2.

17.3 Notification by the Grantee of certain events

The Grantee must notify the Commonwealth immediately if the Grantee:

- (a) being a company, enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
- (b) being a natural person, is declared bankrupt or assigns his or her estate for the benefit of creditors;
- (c) being a partnership, any step is taken to dissolve that partnership.

In this clause, controller, managing controller and administrator have the same meaning as in the *Corporations Act 2001* (Cth).

17.4 Consequences of termination

If the Commonwealth terminates this Deed, then:

- (a) the Commonwealth may recover from the Grantee any loss or damage suffered by the Commonwealth if the Commonwealth has terminated under clause 17.1;
- (b) the Commonwealth is not required to pay any outstanding amount of the Funding if the Commonwealth has terminated under clause 17.1;
- (c) the Commonwealth may recover from the Grantee any part of the Funding which:
 - (i) has not been spent by the Grantee in accordance with this Deed; or
 - (ii) has not been legally committed for expenditure by the Grantee;
- (d) the Grantee must immediately cease using any logo, emblem or other reference to the Department of Agriculture, Fisheries and Forestry or to the Commonwealth and, if the Commonwealth requires it, destroy or return to the Commonwealth any material bearing such logo, emblem or reference; and
- (e) the Grantee must deal with Commonwealth Material as directed by the Commonwealth.

17.5 Commonwealth not otherwise liable

Except as provided in this clause, the Commonwealth is not liable to the Grantee for termination of this Deed.

18. ASSIGNMENT

The Grantee may not assign or otherwise deal with all or any part of its rights under this Deed except with the prior written consent of the Commonwealth.

19. NO PARTNERSHIP OR EMPLOYMENT

19.1 No partnership

The Grantee must not represent itself, and must ensure that its officers, employees, agents and contractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

19.2 No employment relationship

This Deed does not create the relationship of employee and employer between the Grantee and the Commonwealth.

20. COMPLIANCE WITH LAW

The Grantee must comply with the provisions of all relevant statutes, regulations and by-laws and with the lawful requirements of any Commonwealth, State or Territory authority.

21. NOTICES

21.1 Giving of notices

A party giving notice or notifying under this Deed must do so in writing or by Electronic Communication:

- (a) directed to the recipient's address specified in this clause, as varied by any notice; and
- (b) hand delivered or sent by pre-paid post, facsimile or Electronic Communication to that address.

The parties' addresses and facsimile numbers are as specified in the details or as notified from time to time.

21.2 Receipt of notice

A notice given in accordance with clause 21.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, three days after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within one Business Day after that transmission, the recipient informs the sender that it has not received the entire notice; and
- (d) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth).

22. MISCELLANEOUS

22.1 Entire agreement

This Deed represents the parties' entire agreement in relation to its subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

22.2 Alteration

This Deed may only be altered in writing signed by each party.

22.3 Joint and several liability

If a party comprises two or more persons, the provisions of this Deed bind that party and those persons jointly and severally.

22.4 Governing law and forum

This Deed is governed by the law applicable in the Australian Capital Territory. The courts of the Australian Capital Territory shall have exclusive jurisdiction to decide any matter arising out of this Deed.

22.5 Advocacy

For the avoidance of doubt, no right or obligation arising from this Deed is to be read or understood as limiting the Grantee's rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents that involve disclosure of information that is not Confidential Information.

22.6 Disclosure of terms of Deed

The parties acknowledge that details including but not limited to the name of the Grantee, value of the Funding, the Term, and location may be disclosed or published by the Commonwealth.

23. SPECIAL CONDITIONS

23.1 Sub-projects

- (a) The Grantee must apply all terms and conditions set out in this Deed to the sub-deeds for all sub-projects described in Annexure A;
- (b) The Grantee must ensure all sub-projects end at least 60 days before the end of the Term of this Deed.

Schedule

PART A – PROGRAM DETAILS

A1. Information Table

Grantee Name	[Insert full name of grantee]
Project Number	[DAFF USE ONLY - Insert Clarity or other ID]
Project Title	[Insert title of project]
Commencement Date (clause 1.1)	[Insert date that the Deed is to commence. This is not necessarily the same as the date the Deed is signed]
Term (clause 1.1)	[Insert term of the Deed. The Term should be long enough to accommodate the submission of the final report, the Commonwealth's satisfaction with the final report and the last payment to the Grantee]
Funding (clauses 1.1 and 4)	[Insert amount of funding inclusive of GST] (GST incl)
Bank Account (clauses 1.1 and 5.5)	Account Name: [Insert account name] Bank: [Insert name of bank] BSB: [Insert BSB] Account Number: [Insert account number]
Additional items Funding must not be spent on: (clause 5.3)	<ul style="list-style-type: none"> (a) capital expenditure for the purchase of assets such as office furniture and equipment, motor vehicles, computers, printers, photocopiers, construction, renovations and utilities; (b) costs that are funded by Other Contributions; (c) any costs incurred prior to signing a funding deed with the Commonwealth; (d) staff relocation costs; (e) administration, overhead and infrastructure costs; (f) international travel; (g) living expenses for undergraduate students; (h) Australian domestic travel and living allowance that is not directly associated with carrying out the research project; (i) hospitality or catering costs; (j) costs involved in the purchase or upgrade of software including licenses; (k) costs associated with the protection or patenting of intellectual property; (l) costs associated with market research for products or research carried out by surveys to assess the size of the market and or the

- price of a particular service or product;
- (m) costs associated with activities of a distinctly commercial or proprietary nature that are aimed at selling or attracting investment; and
 - (n) costs associated with product development and the building or production of commercial prototypes.

A2. Lead Organisation

Name of organisation: [Insert full name of organisation]

Person responsible for the delivery of outputs under this Deed: [Insert name of person responsible for the delivery of outputs]

Position in organisation: [Insert position in organisation]

Postal address: [Insert postal address]

Phone **Work:** [Insert number] **Mobile:** [Insert number]

Email: [Insert email address]

The party is to notify of changes in contact details.

A3. Consortium Member Organisations

Consortium member organisations are collaborating organisations contributing cash or in-kind resources to the program.

[OPTION A - Insert details for all consortium member organisations below. Copy and insert more tables for additional consortium member organisations if needed]

Name of organisation: [Insert full name of organisation]

Contact person: [Insert name of contact person]

Position in organisation: [Insert position in organisation]

Postal address: [Insert postal address]

Phone **Work:** [Insert number] **Mobile:** [Insert number]

Email: [Insert email address]

The parties are to notify of changes in contact details.

[OPTION B - If no consortium member organisations are used, write 'Not used' here]

A4. Service Delivery Agents

Service delivery agents are organisations that will be used by the program to deliver services (i.e. are not listed elsewhere as the lead organisations or as a consortium member organisation).

[OPTION A - Insert details for all service delivery agents below. Copy and insert more tables for additional service delivery agents if needed]

Name of organisation: [Insert full name of organisation]

Role of organisation: [Insert role of organisation]

Contact person: [Insert name of contact person]

Position in organisation: [Insert position in organisation]

Postal address: [Insert postal address]

Phone **Work:** [Insert number] **Mobile:** [Insert number]

Email: [Insert email address]

The parties are to notify of changes in contact details.

[OPTION B - If no service delivery agents are used, write 'Not used' here]

PART B – PROGRAM OUTLINE

B1. Program Structure

The proposed governance structure for the [Insert name of research program] is shown in Figure 1. The Commonwealth heads the management of the program and operates through [Insert full name of lead organisation].

The Program Manager reports to [Insert name of organisation] and is responsible for the contracting and administration of all research projects under each research theme. The Science Leader is responsible for providing scientific review and advice.

The Investor Group includes a representative from the Commonwealth, [Insert full name of lead organisation] and partner organisations. The group ensures the overall objectives of the program are being met. It also ensures that the individual projects are satisfactorily progressing to meet the priorities of contributing agencies and industries.

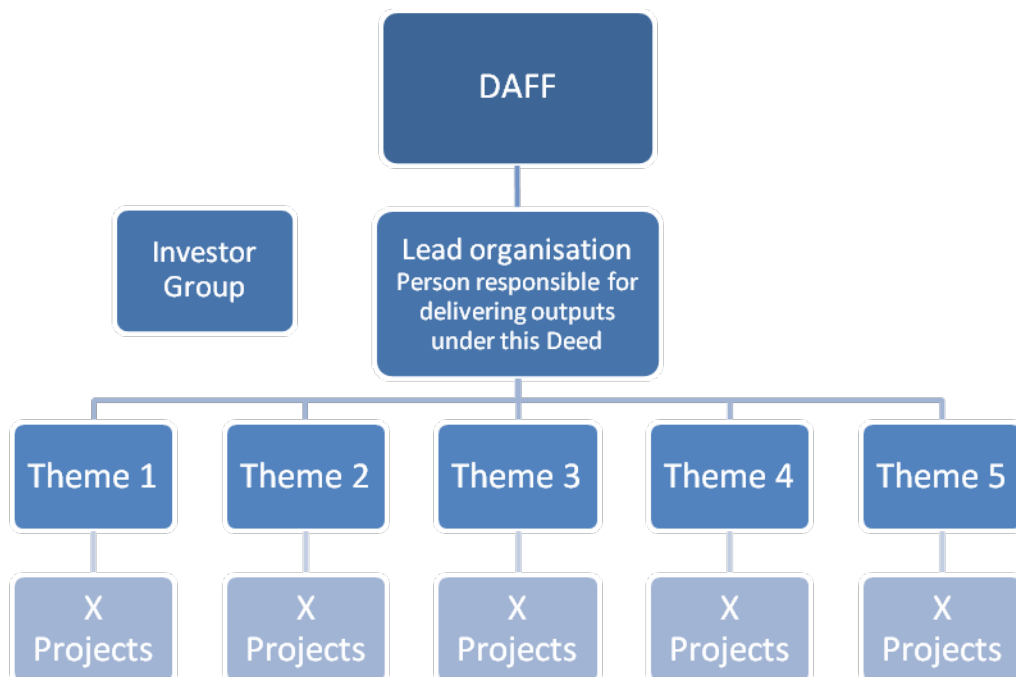


Figure 1. Proposed governance structure for the program.

The proposed governance structure above is indicative and will be finalised by the department and the Grantee as part of the negotiation process.

B2. Program Description

B2.1. [Insert name of research program]

[Explain the purpose of the research program (i.e. summarise its objectives, methodology and outcomes).

B2.2. Themes and Projects

[Describe each research theme and provide details for each research project under the appropriate theme. Copy and insert tables for additional themes if required. Rows can be added to each table as required]

The [Insert name of research program] includes [Insert number] research projects grouped into [Insert number] research themes.

A description of all research themes is given below. An outline of the research projects within each theme is also provided. A detailed description of all research projects, including an overview of their objectives, outputs, activities and budget is given in Annexure A.

B2.2.1. Theme 1 - [Insert name of Theme 1]

[Insert description of research theme]

Project title	Lead organisation	Project leader
1a [Insert title of project]	[Insert name of lead organisation]	[Insert name of project leader]

B2.2.2. Theme 2 - [Insert name of Theme 2]

[Insert description of research theme]

Project title	Lead organisation	Project leader
2a [Insert title of project]	[Insert name of lead organisation]	[Insert name of project leader]

B3. Program Objectives

[Outline the objectives of the program. The objectives describe the purpose of the program and should directly relate to achieving the goals of the BCBP as described in this Deed at Background, Part A on page 2. They should be specific, measurable, attainable, realistic and time targeted]

B4. Program Activities

[Describe what activities are to be undertaken for each theme (i.e. what will be done). Each activity should be directly related to an output. Activities are the major tasks that must take place so that the objectives will be achieved. Insert more tables for additional activities if needed]

Activities for each research theme are listed below.

B4.1. Theme 1 - [Insert name of Theme 1]

[Insert description of activities using bullet points, numbers or letters]

B4.2. Theme 2 - [Insert name of Theme 2]

[Insert description of activities using bullet points, numbers or letters]

B5. Program Outputs

[Describe what outputs will be delivered for each theme (i.e. what does the activity produce). Each output should be directly related to an activity. Insert tables for additional themes if needed]

Outputs for each research theme are listed below.

B5.1. Theme 1 - [Insert name of Theme 1]

[Insert description of outputs using bullet points, numbers or letters]

B5.2. Theme 2 - [Insert name of Theme 2]

[Insert description of outputs using bullet points, numbers or letters]

B6. Program Outcomes

[Describe the outcomes that will be delivered for the program (i.e. benefits that arise from using the outputs of the program)]

PART C – TIMING AND FINANCIAL SUPPORT

C1. Milestones and Instalment Schedule

Definitions:

- **Milestones are the end of a stage that marks the completion of a work package or phase.**
- **The delivery date is when the milestone is due.**
- **Key Performance Indicators (KPIs) help define and measure progress against activities or towards outputs.**

Project Milestones	Delivery Date	Key Performance Indicators	Payment (GST excl)	Total (GST incl)
Milestone 1. Execution of Funding Deed	[Insert date]	Funding deed signed by the Commonwealth and [Insert name of grantee]	[\$]	[\$]
Milestone 2. [Insert description of milestone]	[Insert date]	Theme 1 1.1.1 [Insert description of KPIs] 1.1.2 [Insert description of KPIs] Theme 2 1.2.1 [Insert description of KPIs] 1.2.2 [Insert description of KPIs]	[\$]	[\$]
Milestone 3. Mid year progress report (including financial report) submitted to the Commonwealth Payment will be made on acceptance of the report by the Commonwealth	1 December 2012			
Mid year progress report accepted by the Commonwealth	14 December 2012		[\$]	[\$]
Milestone 4. [Insert description of milestone]	[Insert date]	[Insert description of KPIs]	[\$]	[\$]

Milestone 5. End of year progress report submitted to the Commonwealth Payment will be made on acceptance of the report by the Commonwealth	1 June 2013			
End of year progress report accepted by the Commonwealth	14 June 2013		[\$]	[\$]
Milestone 6. [Insert description of milestone]	[Insert date]	[Insert description of KPIs]	[\$]	[\$]
Milestone 7. Mid year progress report (including financial report) submitted to the Commonwealth Payment will be made on acceptance of the report by the Commonwealth	1 December 2013			
Mid year progress report accepted by the Commonwealth	14 December 2013		[\$]	[\$]
Milestone 8. [Insert description of milestone]	[Insert date]	[Insert description of KPIs]	[\$]	[\$]
Milestone 9. Final report submitted to the Commonwealth Payment will be made on acceptance of the report by the Commonwealth	1 June 2014			
Final report accepted by the Commonwealth	14 June 2014		[\$]	[\$]
Total Funding			[\$]	[\$]

The milestones and instalment schedule above is indicative and will be finalised by the department and the Grantee as part of the negotiation process.

PART D – BUDGET**D1. Budget and Contributions**

[Use the budget tables in Annexure A to complete the budget table below. Indicate the amount of BCBP funding and Other Contributions (including the Grantee's own contributions) for key budget items for each financial year over the Term of the program. The budget table is to be calculated exclusive of any GST. Insert more rows if required]

Budget Items (GST excl)										
Budget item	2011-12			2012-13			2013-14			Total
	BCBP funding	Cash	In-kind	BCBP funding	Cash	In-kind	BCBP funding	Cash	In-kind	
Salaries										
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4] sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Use the budget tables in Annexure A to complete the budget table below. Include information on the allocation of BCBP funding to the Grantee and partner organisations for each financial year over the Term of the program. Also include information on the level of Other Contributions (including the Grantee's own contributions). The budget table is to be calculated exclusive of any GST. Insert more rows if required]

Funding and Contributions (GST excl)										
Organisation	2011-12			2012-13			2013-14			Total
	BCBP funding	Cash	In-kind	BCBP funding	Cash	In-kind	BCBP funding	Cash	In-kind	
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

D2. Budget and Other Contributions Summary

[Use the budget tables in D1 of this Deed to complete the budget summary tables below for each financial year over the Term of the program. The total is to be calculated exclusive and inclusive of any GST. Insert more rows if required]

Total Budget Item Summary					
Budget Item	2011-12	2012-13	2013-14	Total (GST excl)	Total (GST incl)
Salaries	[\$]	[\$]	[\$]	[\$]	[\$]
Operating	[\$]	[\$]	[\$]	[\$]	[\$]
Travel	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]

Total Contributions Summary					
Organisation	2011-12	2012-13	2013-14	Total (GST excl)	Total (GST incl)
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert organisation]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]

Total Budget Summary					
Source	2011-12	2012-13	2013-14	Total (GST excl)	Total (GST incl)
BCBP funding	[\$]	[\$]	[\$]	[\$]	[\$]
Cash	[\$]	[\$]	[\$]	[\$]	[\$]
In-kind	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]

PART E – ASSETS AND CONFIDENTIAL INFORMATION

E1. Assets

[OPTION A - Set out what Assets are to be purchased with the Funding]

Assets to be purchased with the Funding are listed below.

- [Insert description of Asset]

[OPTION B - If no Assets are to be purchased with the Funding, write 'Nil' here]

E2. Confidential Information

If any, specify each party's Confidential Information (decided by reference to Financial Management Guidance No 3: Guidance on Confidentiality in Procurement issued by the (former) Department of Finance and Administration in July 2007) and any provisions of the Deed which the parties consider to be confidential. The period of confidentiality should be specified for each item. There should be a good reason for nominating provisions of the Deed as confidential. For further details please see the Senate Order on Departmental and Agency Contracts (Senate Order) at the Department of Finance and Deregulation website. Also note that, under Commonwealth policy and clause 22.6 of this Deed, the Department may be required to publish the name of the Grantee, the value of the Funding, the Term of the Deed and the Funding location. These details should not therefore be listed as confidential information of the Grantee in this Schedule.

Confidential information of The Commonwealth

Item	Period of Confidentiality
[Insert confidential information of the Commonwealth and period of confidentiality. If none, write 'Nil' here]	

Confidential information of the Grantee

Item	Period of Confidentiality
[Insert confidential information of the Grantee and period of confidentiality. If none, write 'Nil' here]	

Clauses of this Deed agreed by the parties to be kept confidential

Item	Period of Confidentiality
[Insert clause numbers or Schedule items agreed by the parties to be kept confidential. If none, write 'Nil' here]	

PART F – REPORTING TABLE

F1. Reports

List all reports that are to be submitted and specify the due dates for each report. Include report type and due date (e.g. Mid Year Progress Report due 1 December 2012)

Mid financial year and end of financial year reports must be submitted to the Commonwealth. Reports to be submitted are listed below.

- [Insert report type and due date]

The Grantee must keep comprehensive records of the conduct of the Project including progress against the Milestones and Key Performance Indicators, the creation of Project Material, the creation or acquisition of Assets, and the receipt and use of funding and contributions specified in the Budget.

The Grantee must provide Reports to the Commonwealth which must accompany each Milestone in a form specified by the Commonwealth below.

The Australian Government has endorsed the Web Content Accessibility Guidelines (WCAG) version 2.0 for all government websites. These standards should be followed for any electronic reports or written material that the department is likely to make available to the public. The adoption and implementation of the guidelines is detailed in the Web Accessibility National Transition Strategy (NTS), published on the Department of Finance and Deregulation website at <http://www.finance.gov.au/publications/wcag-2-implementation/index.html>

Examples of some techniques that are considered sufficient to meet WCAG 2.0 requirements are listed below.

- Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.
- Make it easier for users to see and hear content including separating foreground from background.
- Make text content readable and understandable.

<p>Mid year and end of year progress Reports</p>	<p><i>Annexure B contains the BCBP template for the mid year and end of year Reports.</i></p> <p>The mid year and end of year progress Reports must contain:</p> <ol style="list-style-type: none"> a description of Project progress during the period covered by the Report against the Outputs, Milestones and Key Performance Indicators; an explanation of why any Output, Activity, Milestone or Key Performance Indicator specified in this Deed for the period covered by the Report was not conducted or achieved; a description of how Outputs, Activities, Milestones or Key Performance Indicators not conducted or achieved are to be conducted or achieved; a report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report; a report of all Assets created or acquired during the period covered by the Report; a description of staffing positions funded by the grant;
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	<p>g) a plain English summary ; and</p> <p>h) a technical research report.</p> <p>The plain English summary will be uploaded to the department's website and should stand alone as a summary of the research that can be understood by people without expertise in the field of study. It should be no longer than two pages in Microsoft Word format.</p> <p>The mid year progress Report must include a financial report that is to be provided to the Commonwealth at the Grantee's own cost, The report needs to be signed and certified as being true and correct by the Grantee's Chief Financial Officer or Deputy Chief Financial Officer. It is not sufficient for the said officers to just sight the report.</p> <p>The financial report needs to contain:</p> <p>a) financial statements for the receipt, holding, expenditure and commitment of the Funding during the duration, including a full reconciliation against the Budget and a statement of the balance of the Bank account (these statements must clearly show expenditure against DAFF funding); and</p> <p>b) a report of the receipt of Other Contributions (including the Grantee's own contributions) during the period covered by the Report, or, if such Other Contributions were not received as projected, an explanation of action taken by the Grantee in response to this shortfall.</p>
Final Report	<p><i>The DAFF contact officer will provide the Grantee with a copy of the BCBP template for the Final Report at a later date.</i></p> <p>At a minimum, the final Report must contain:</p> <p>a) a description of Project achievements against the Outputs, Milestones and Key Performance Indicators;</p> <p>b) a report of all Project Material and all Intellectual Property in Project Material created or arising during the period covered by the Report;</p> <p>c) a report of all Assets created or acquired during the period covered by the Report;</p> <p>d) a plain English summary; and</p> <p>e) a consolidated publication.</p> <p>The plain English summary will be uploaded to the department's website and should stand alone as a summary of the research that can be understood by people without expertise in the field of study. It should be no longer than two pages in Microsoft Word format.</p> <p>The consolidated publication should summarise the key findings of the research project. It needs to be a Microsoft Word or Portable Document Format (PDF) file that the public could download free of charge from the website of the lead organisation and/or partner organisation(s). The Commonwealth reserves the right to request hard copies of the publication, which must be provided at the Grantee's own cost.</p>

Final Financial Report	<p>Within 60 days of the end of the Term, the Grantee must, at the Grantee's own cost, provide the Commonwealth with a financial report. The report needs to be signed and certified as being true and correct by the Grantee's Chief Financial Officer or Deputy Chief Financial Officer. It is not sufficient for the said officers to just sight the report.</p> <p>The financial report needs to contain:</p> <ul style="list-style-type: none">a) financial statements for the receipt, holding, expenditure and commitment of the Funding during the duration, including a full reconciliation against the Budget and a statement of the balance of the Bank account (these statements must clearly show expenditure against DAFF funding); andb) a report of the receipt of Other Contributions (including the Grantee's own contributions) during the period covered by the Report, or, if such Other Contributions were not received as projected, an explanation of action taken by the Grantee in response to this shortfall.
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PART G – COMMUNICATIONS PROTOCOL**G1. Recognition**

All projects funded in full or part by the initiative must acknowledge the Commonwealth in all publications, promotional materials, signage and activities relating to the Project and this Deed including but not limited to:

- Events and announcements: national, state and local (at all project stages/phases)
- Media releases
- Media activities including newspaper and radio interviews
- Public relations activities including workshops, forums and conferences
- Display materials such as banners, posters and all on-ground project signs
- Publications such as reports, books, case studies, information kits and fact sheets
- Websites including all regional web home pages.

The Grantee must acknowledge the financial and other support it has received from the Commonwealth by including the words:

This project is supported by funding from the Australian Government under its Biochar Capacity Building Program.

If there has been more than one funding body, the following wording should be used:

This project is supported by [project proponent's name], through funding from the Australian Government's Biochar Capacity Building Program and [other funding body's name].

If the project proponent has also provided funding, the following wording should be used:

This project is funded by [organisation name] and the Australian Government's Biochar Capacity Building Program.

All publicity, announcements and media releases relating to the Project must be cleared through the Commonwealth's contact officer with appropriate notice, before release to the media. It is not the intention of the department to censor or restrict the flow of information.

Requests for Ministerial or Commonwealth representation at launches and functions relating to the Project must be coordinated through the Commonwealth's contact officer.

G2. Logo

The Department's logo displays the Commonwealth Coat of Arms, which is the formal symbol of the Commonwealth of Australia that signifies Commonwealth authority and ownership.

The Department's logo must be included in all printed or electronic publications and promotional materials. The Grantee must not use the Department's logo on any material without first obtaining the permission of the Commonwealth.

Use of the Commonwealth Coat of Arms without permission may breach the *Trade Practices Act 1974*, the *Trade Marks Act 1995* and the *Criminal Code Act 1995*.

Where appropriate the acknowledgment text in Section G1 – Recognition must be included whenever the logo is used. For more information or clarification please contact the department representative.



Australian Government
**Department of Agriculture,
Fisheries and Forestry**



Australian Government
**Department of Agriculture,
Fisheries and Forestry**

G3. Publishing Organisations

Permission must be sought by proponents and organisations when the information or data of another proponent or organisation is required for publication.

All information or data used by another proponent or organisation must contain a reference and/or credit to the original author of the work.

The Commonwealth must inform the Grantee of any Commonwealth material produced for and on behalf of the Commonwealth in which third parties hold copyright and of any conditions attaching to the use of that material because of that copyright. The Grantee must use that material only in accordance with those conditions.

Annexure A

THEME 1 - PROJECT 1a

A1. Information Table

Project title:	[Insert title of project]
Lead organisation:	[Insert name of lead organisation]
Project leader:	[Insert name of project leader]
Consortium member organisations:	[Insert name of organisation(s). If no consortium member organisations are used, write 'Not used' here]
Service delivery agents:	[Insert name of organisation(s). If no service delivery agents are used, write 'Not used' here]

A2. Project Description

[Explain the purpose of the project (i.e. summarise its objectives, methodology and outcomes)]

A3. Project Objectives

[Outline the objectives of the project. The objectives describe the purpose of the project and should directly relate to achieving the goals of the BCBP as described in this Deed at Background, Part A on page 2. They should be specific, measurable, attainable, realistic and time targeted]

A4. Project Outputs

[Describe what outputs will be delivered (i.e. what does the activity produce). Each output should be directly related to an activity. Insert more rows if required]

Activity	Output
1	
2	

A5. Project Activities

[Describe what activities are to be undertaken (i.e. what will be done). Each activity should be directly related to an output. Activities are the major tasks that must take place so that the objectives will be achieved. Insert more tables for additional activities if needed]

Activity 1:	[Describe the activity that will be undertaken (i.e. what will be done). Each activity should be directly related to an output]
Location:	[Insert the location where the activity will be undertaken]
Partner organisations:	[Insert name of consortium member organisations and service delivery agents used for the activity. If no partner organisations are used delete this row]

[Provide a brief methodology for the activity (i.e. how will it be done)]

A6. Project Budget

[Complete the budget tables below for each financial year over the Term of the project. The total is to be calculated exclusive of any GST. Insert more rows if required]

Project 1a Budget 2011-12 (GST excl)										
Budget item	BCBP funding	[Insert organisation]		[Insert organisation]		[Insert organisation]		[Insert organisation]		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	Cash	In-kind	
Salaries										
[Person A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person C]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Cost A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Cost B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Item 4 sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Project 1a Budget 2012-13 (GST excl)										
Budget item	BCBP funding	[Insert organisation]		[Insert organisation]		[Insert organisation]		[Insert organisation]		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	Cash	In-kind	
Salaries										
[Person A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person C]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Cost A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Cost B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Item 4 sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Project 1a Budget 2013-14 (GST excl)										
Budget item	BCBP funding	[Insert organisation]		[Insert organisation]		[Insert organisation]		[Insert organisation]		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	Cash	In-kind	
Salaries										
[Person A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person C]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Cost A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Cost B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Item 4 sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

THEME 2 - PROJECT 2a

B1. Information Table

Project title: [Insert title of project]

Lead organisation: [Insert name of lead organisation]

Project leader: [Insert name of project leader]

Consortium member organisations: [Insert name of organisation(s). If no consortium member organisations are used, write "Not used" here]

Service delivery agents: [Insert name of organisation(s). If no service delivery agents are used, write "Not used" here]

B2. Project Description

[Explain the purpose of the project (i.e. summarise its objectives, methodology and outcomes)]

B3. Project Objectives

[Outline the objectives of the project. The objectives describe the purpose of the project and should directly relate to achieving the goals of the BCBP as described in this Deed at Background, Part A on page 2. They should be specific, measurable, attainable, realistic and time targeted]

B4. Project Outputs

[Describe what outputs will be delivered (i.e. what does the activity produce). Each output should be directly related to an activity. Insert more rows if required]

Activity	Output
1	
2	

B5. Project Activities

[Describe what activities are to be undertaken (i.e. what will be done). Each activity should be directly related to an output. Activities are the major tasks that must take place so that the objectives will be achieved. Insert more tables for additional activities if needed]

Activity 1: [Describe the activity that will be undertaken (i.e. what will be done). Each activity should be directly related to an output]

Location: [Insert the location where the activity will be undertaken]

Partner organisations: [Insert name of consortium member organisations and service delivery agents used for the activity. If no partner organisations are used delete this row]

[Provide a brief methodology for the activity (i.e. how will it be done)]

B6. Project Budget

[Complete the budget tables below for each financial year over the Term of the project. The total is to be calculated exclusive of any GST. Insert more rows if required]

Project 2a Budget 2011-12 (GST excl)										
Budget item	BCBP funding	[Insert organisation]		[Insert organisation]		[Insert organisation]		[Insert organisation]		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	Cash	In-kind	
Salaries										
[Person A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person C]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Cost A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Cost B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Item 4 sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Project 2a Budget 2012-13 (GST excl)										
Budget item	BCBP funding	[Insert organisation]		[Insert organisation]		[Insert organisation]		[Insert organisation]		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	Cash	In-kind	
Salaries										
[Person A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person C]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Cost A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Cost B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Item 4 sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Project 2a Budget 2013-14 (GST excl)										
Budget item	BCBP funding	[Insert organisation]		[Insert organisation]		[Insert organisation]		[Insert organisation]		Total
		Cash	In-kind	Cash	In-kind	Cash	In-kind	Cash	In-kind	
Salaries										
[Person A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Person C]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Salaries sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating										
[Cost A]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Cost B]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Operating sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Travel sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
[Insert name of Item 4]										
[Insert description]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Item 4 sub-total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
Total	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Annexure B

BCBP REPORTING TEMPLATE

CARBON FARMING INITIATIVE BIOCHAR CAPACITY BUILDING PROGRAM

PROGRESS REPORT

This report is required as outlined in the Schedule of the Funding Deed. For the period covered by the report, this report is to provide:

- information on the receipt of DAFF funding and Other Contributions
- a description of the creation or acquisition of any Intellectual Property, Project Material, Assets and staffing positions
- a description of project progress (including any highlights and/or issues) against the milestones, key performance indicators and outputs
- a description of any activities, outputs or milestones not conducted or achieved and how these are to be conducted or achieved
- a technical research report
- a plain English summary.

Researchers are encouraged to attach project material referred to in this report. Such material includes reports, presentations, publications and media.

DAFF recognises that results are preliminary and any reported trends or conclusions are tentative and cannot be taken as conclusive, unless otherwise indicated.

Once completed, an electronic copy of the report in Microsoft Word format should be emailed to the DAFF Contact Officer.

GRANTEE CHECKLIST	
Budget statement complete (Section A)	<input type="checkbox"/>
Budget variance question answered	<input type="checkbox"/>
Asset questions answered	<input type="checkbox"/>
Intellectual Property and project material question answered	<input type="checkbox"/>
Staffing question answered	<input type="checkbox"/>
General statement of progress answered (Section B)	<input type="checkbox"/>
All milestones and outputs for the entire project/program duration reported against	<input type="checkbox"/>
Technical research report completed (Section C)	<input type="checkbox"/>
Plain English summary completed (Section D)	<input type="checkbox"/>

PROGRESS REPORT

PERIOD [Insert date] to [Insert date]

PROJECT INFORMATION	
Project title:	[Insert project title]
Commencement date:	[Insert commencement date]
Final Report due date:	[Insert final report due date]

CONTACT INFORMATION	
Grantee:	[Insert name of Grantee]
Primary contact:	[Insert name of person responsible for the delivery of outputs]
Postal address:	[Insert postal address including state and postcode]
Phone:	Work: [Insert number] Mobile: [Insert number]
Email:	[Insert email address]
Alternate contact:	[Insert name of alternate contact]
Position:	[Insert position in organisation]
Postal address:	[Insert postal address including state and postcode]
Phone:	Work: [Insert number] Mobile: [Insert number]
Email:	[Insert email address]

Signature of authorised representative	Name	Position	Date

SECTION A – BUDGET STATEMENT

Please provide information about Biochar Capacity Building Program funding and other contributions. Include details of funding received prior to the start of the period covered by the report and for the period covered by the report.

SUMMARY OF FUNDING – BIOCHAR CAPACITY BUILDING PROGRAM (GST exclusive)	
Total Funding approved	A
Funding received to date	B
Funding received during this reporting period	C
Funds yet to be distributed	D
	A-B

SUMMARY OF FUNDING – OTHER SOURCES, INCLUDING INTEREST (GST exclusive)	
Total contributions	E
Funding received to date	F
Funding received during this reporting period	G

BUDGET VARIANCE

Have any reallocations between budget items for the projects that increases the amount allocated to an item of expenditure for each project by more than 10 per cent (see Clause 5.2) occurred during the last six months? - f Yes, please describe.	<input type="checkbox"/> Yes <input type="checkbox"/> No

ASSETS (items with a value of \$5,000 or more – see Funding Deed Clause 9)

Have any assets been purchased with funding provided to this project over the last six months? - f Yes, please list individual items that cost \$5,000 or more and the date the item was purchased (<i>do not list items under leasing arrangements</i>). Insert rows if required.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Item purchased	Date of purchase	Purchase price (GST exclusive)

INTELLECTUAL PROPERTY AND PROJECT MATERIAL

Has any intellectual property been created over the last six months that has the potential for exploitation and/or commercialisation, and for which the Intellectual Property Rights should be legally protected under Statutory and/or Common Law? - f Yes, please describe.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has any significant project material been created over the last six months? <i>This refers to items such as material produced for the media, publications and scientific reports. It does not include general project documentation.</i> - f Yes, please describe.	<input type="checkbox"/> Yes <input type="checkbox"/> No

STAFFING DESCRIPTION

Please provide a description of staffing positions funded by the grant over the last six months. Include the total amount of Biochar Capacity Building Program funding for these positions for each financial year over the term of the project. Insert rows as required.			
Position	2011-12	2012-13	2013-14

SECTION B – PROGRESS STATEMENT

GENERAL STATEMENT

Please provide a general statement of the overall progress of the project, identifying any highlights and/or issues (maximum 400 words).

PROGRESS AGAINST MILESTONES

Please provide a brief statement of achievement against the progress of milestones for the project. Include a status against achieving the key performance indicators for each milestone from one of the three options listed in the table below. Insert rows for additional milestones as required.

Project milestone <i>- Insert description of milestone and associated key performance indicators</i>	Due date for completion	Status against key performance indicators <i>- Achieved (and date achieved)</i> <i>- Partially Achieved</i> <i>- Not Achieved</i>	Progress achieved against all milestones and any additional comments <i>- If milestone has not been addressed, please state action taken, how the milestone will be met and the expected date when the milestone will be met</i>
1			
2			
3			
4			

In light of the above information, do you believe the project is on target to achieve its milestones in accordance with the agreed Schedule? This is not a reflection of the overall project progress but from a contracting perspective we need to know how the project is meeting its milestones.

(A variation is required if the project is not on track in accordance with the approved schedule, this includes payments table, completion date, milestones, outputs etc.)

If NO, please explain why.

PROGRESS AGAINST OUTPUTS

Please provide a brief statement of achievement against the scheduled outputs for the project. Include a list of key activities undertaken towards achieving the outputs. Insert rows for additional outputs as required.

Project output <i>- Insert description of output</i>	Activity to deliver output <i>- Insert description of activity directly related to the output</i>	Progress achieved against all outputs and any additional comments <i>- If output has not been addressed, please state action taken, how the output will be met and the expected date when the output will be met</i>
1		
2		
3		
4		

In light of the above information, do you believe the project is on target to achieve its outputs in accordance with the agreed Schedule? This is not a reflection of the overall project progress but from a contracting perspective we need to know how the project is meeting its outputs.

(A variation is required if the project is not on track in accordance with the approved schedule, this includes payments table, completion date, milestones, outputs etc.)

If NO, please explain why.

SECTION D – PLAIN ENGLISH SUMMARY

Please provide a Plain English summary for public release using the template below. The summary will be uploaded to the department's website and should stand alone as a summary of the research that can be understood by people without expertise in the field of study. It should be set in Times New Roman 12 point and be no longer than two pages in Microsoft Word format.

Project title:	[Insert title of project]
Lead organisation:	[Insert name of lead organisation]
Partner organisations:	[Insert name of partner organisations]
Objectives	[Outline the objectives of the program/project]
Locations	[Insert locations where the majority of activities will be undertaken]
Key activities	[Provide a brief methodology for the activities undertaken towards achieving the objectives of the program/project. Include a statement of progress against the research]
Outcomes	[Describe the benefits of the program/project]
Implications	[Describe the significance of the research findings for science, policy makers and landholders]
Publications	[Provide details of any material of relevance (e.g. scientific papers, presentations, reports, fact sheets). Insert a link to the website of the lead organisation which contains more information about the program/project and access to publications and promotional material]

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED for
and on behalf of **[Name of Grantee]** by a
duly authorised representative

**Signature of duly authorised
representative**

Signature of witness

**Name of duly authorised representative
(print)**

Name of witness (print)

Date

Date

SIGNED SEALED AND DELIVERED for
and on behalf of the **COMMONWEALTH
OF AUSTRALIA** by a duly authorised
representative

**Signature of duly authorised
representative**

Signature of witness

**Name of duly authorised representative
(print)**

Name of witness (print)

Date of execution

Date of execution

Insert the date in handwriting when the Deed is signed by the Commonwealth. This is not necessarily the same as the Commencement Date. The Commonwealth should sign after the Grantee has signed. Insert date on which the Commonwealth signs in handwriting in Date of Execution box on page 1