

ALTC Grants Scheme Funding Agreement

Version February 2009

After consultation with the sector, some changes have been made to the format and wording of the Agreement. Further changes will not be made to individual agreements.

The items and clauses affected are listed below for ease of comparison with previous versions of the Agreement.

- It is no longer necessary to initial each page.
- There is only one Schedule and it is at the front of the Agreement.

Table 1: Changes to Schedule

Item in previous version	Item in February 2009 version	Description of change
D.4 in Item D. Invoice Requirements	n/a	Text moved to clause 3.4
E. Bank Accounts	n/a	Deleted
F. Acknowledgement and Publication	n/a	Text moved to clause 6.1 and item F deleted
G. Subcontractors	E. Subcontractors	Renamed item E
H. Specified Personnel	F. Specified Personnel	Renamed item F
J. Insurance	n/a	Text moved to clause 10.1 and Item J deleted
K. Reporting	H. Reporting	Renamed item H and re-worded for clarification
L. Our Confidential Information	I. Our Confidential Information	Renamed item I
M. Protection of Personal Information	n/a	Text moved to clauses 16 and 33 and item M deleted
N. Compliance with Laws and Policies	n/a	Text moved to clause 29 and item N deleted
O. Notices	K. Notices	Renamed item K

Table 2: Changes to General Terms and Condition

Clause (numbering is the same in both versions)	Change	New or amended text
1 Term of Agreement	Additional text	'as specified in item A of the Schedule'
4 Management of Funding	4.1 (b) deleted	
6 Acknowledgement and Publicity	Additional text	[As noted against item F in Table 1 above]
9 Assets		

	Additional text in 9.3 (c)	'use reasonable efforts'
	Additional text in 9.3 (d)	'use reasonable efforts'
	Additional text in 9.3 (e)	'including self-insurance'
	Additional text in 9.3 (h)	'for the purposes of the project'
	9.6 reworded*	See * below this table for complete versions of previous and replacement sub-clauses
10 Insurance	Additional text in 10.1	[As noted against item J in Table 1 above]
12 Reporting		
	One word deleted from 12.1	'progress'
	12.2 deleted	
	12.3 deleted	
	12.4 deleted	
	12.5 deleted	
	12.6 renumbered 12.2 (b) (i) and (ii) replaced	'You must provide Us with financial and other statements as specified in item H of the Schedule'
	12.7 renumbered 12.3 (a) (i) and (ii) replaced	'(a) be certified by: the senior executive officer employed by You who has primary responsibility for managing Your audit functions, or a Certified Practising Accountant, or Chartered Accountant, or member of the National Institute of Accountants and who has Your delegation; and'
13 Project Material		
	New 13.2 inserted	'We will publish all Project Material under the terms of the Creative Commons Attribution-Noncommercial-ShareAlike 2.5 Australia Licence. Note: more information about this licence is available at http://creativecommons.org/about '
	13.5 formerly 13.2	
	13.6 formerly 13.5	
	13.7 formerly 13.6 and so on to end of Clause 13.	
14 Commercialisation of Material Developed Under this Agreement		
	14.2 reworded to incorporate 14.3	'We will not commercialise any Project Material produced under this Agreement. You will not commercialise any Project Material produced

		under this Agreement without Our specific prior written permission.'
	Additional text in 14.2	'but Our approval will not be unreasonably withheld.'
	14.3 deleted as content incorporated into 14.1	
16 Protection of Personal Information	16.3 added (text of old item M)	[as noted against item M in Table 1 above]
22. Entire Agreement, Variation and Severance	Change to 22.2	'We are' [changed to] 'either party'
25 Incorporation	Deletion from 25.1	'If You are a body corporate,'
28 Termination For Default	Change to 28.1	'We have' [changed to] 'either party has'
29 Compliance With Laws and Our Policies	29.2 and 29.3 added (text of old item N)	[as noted against item N in Table 1 above]
33 Interpretation	Additional text under 'Privacy Act' (text of old item N)	[as noted against item N in Table 1 above]

*Clause 9.6 – previous version

If any of the Assets are lost, damaged or destroyed, You must reinstate the assets including from the proceeds of the insurance and this clause 9 continues to apply to the reinstated Assets. Any surplus from the proceeds of the insurance must be notified to Us and used and accounted for as Funding under this agreement.

Clause 9.6 – February 2009 version

If any of the Assets are lost, damaged or destroyed, We may require you to reinstate the assets including from the proceeds of any insurance monies received and this clause 9 continues to apply to the reinstated Assets. Any surplus from the proceeds of an insurance claim must be notified to Us and used and accounted for as Funding under this agreement.