

Western Health Alliance Limited (WHAL) General Grant Conditions

Upon approval of the grant application, the grant recipient will be subjected to the grant conditions outlined below.

1. UNDERTAKING THE ACTIVITY

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

2. ACKNOWLEDGEMENTS

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

3. NOTICES

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

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

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

4. RELATIONSHIP BETWEEN THE PARTIES

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

5. SUBCONTRACTING

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

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

6. CONFLICT OF INTEREST

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

7. VARIATION

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

8. PAYMENT OF THE GRANT

8.1 WHAL agrees to pay the Grant to the Grantee in accordance with the Grant Details.

- 8.2 WHAL may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.
- 8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.
- 8.4 WHAL will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. SPENDING THE GRANT

- 9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.
- 9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. REPAYMENT

- 10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to WHAL unless agreed otherwise.
- 10.2 The amount to be repaid under clause 10.1 may be deducted by WHAL from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and WHAL.

11. RECORD KEEPING

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

12. INTELLECTUAL PROPERTY

- 12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 12.3 The Grantee gives WHAL a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for WHAL's Purposes.

13. PRIVACY

- 13.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by WHAL, would be a breach of an Australian Privacy Principle.
- 13.2 The Grantee must immediately notify WHAL in writing if the Grantee becomes aware of a breach or possible breach of any of the Grantee's obligations under this clause 13.1.

14. CONFIDENTIALITY

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. INSURANCE

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

16. INDEMNITIES

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

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

17. DISPUTE RESOLUTION

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

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

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

18. TERMINATION FOR DEFAULT

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

(a) has breached this Agreement; or

(b) has provided false or misleading statements in their application for the Grant.

19. CANCELLATION FOR CONVENIENCE

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

(a) a change in government policy; or

(b) Change in the Control of the Grantee, which WHAL believes will negatively affect the Grantee's ability to comply with this Agreement.

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

(a) stop the performance of the Grantee's obligations as specified in the notice; and

(b) take all available steps to minimise loss resulting from that cancellation.

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

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

19.4 WHAL'S liability to pay any amount under this clause is subject to:

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

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

20. SURVIVAL

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

21. DEFINITIONS

In this Agreement, unless the contrary appears:

"Activity" means the activities described in the Grant Details.

"Activity Material" means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.

"Agreement" means the Grant Details, Supplementary Terms (if any), WHAL General Grant Conditions and any other document referenced or incorporated in the Grant Details.

"Australian Privacy Principle" has the same meaning as in the *Privacy Act 1988*.

"Change in the Control" means any change in any person(s) who directly exercise effective control over the Grantee.

"Completion Date" means the date or event specified in the Grant Details.

"Existing Material" means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.

"Grant" means the money, or any part of it, payable by WHAL to the Grantee as specified in the Grant Details.

"Grantee" means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

"Grant Details" means the document titled Grant Details that forms part of this Agreement.

"Intellectual Property Rights" means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

“Material” includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

“Party” means the Grantee or WHAL.

“Personal Information” has the same meaning as in the *Privacy Act 1988*.

“Reporting Material” means all Material which the Grantee is required to provide to WHAL for reporting purposes as specified in the Grant Details.

“WHAL” means Western Health Alliance Limited (ABN 59 605 922 156) of First Floor, 187 Brisbane Street, Dubbo, NSW, 2830 and includes, where relevant, its officers, employees, contractors and agents.

“WHAL General Grant Conditions” means this document.

“WHAL’s Purposes” does not include commercialisation or the provision of the Material to a third party for its commercial use.