

DATED

2026

FUNDING AGREEMENT

BETWEEN

MINISTER FOR DEFENCE AND SPACE INDUSTRIES

("Minister")

-AND-

XXX

("Grantee")

CROWN SOLICITOR

Level 17, 10 Franklin Street, Adelaide SA 5000

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AGREEMENT dated

day of

2026

BETWEEN:

MINISTER FOR DEFENCE AND SPACE INDUSTRIES a body corporate under the *Administrative Arrangements Act, 1994 (SA)* (as represented by Defence SA) of Level 4, 151 Pirie Street, ADELAIDE SA 5000 ("**Minister**")

AND

XXX ("**Grantee**")

RECITALS

1. The Minister has established the Activator Fund to:
 - enable larger-scale research, development and innovation activities that have benefit for the South Australian economy;
 - leverage existing South Australian R&D, innovation, and industrial strengths;
 - build new South Australian R&D, innovation, and industrial strengths in areas of strategic interest; and
 - enable more rapid transition of technology developments into operational Defence capabilities.
2. The Grantee is seeking to undertake the project titled XXX and has requested financial support from the Minister to undertake and complete the Project.
3. The Minister has agreed to provide the Grant to the Grantee for the Purpose and otherwise on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the contrary intention is apparent:

- 1.1.1 "**ABN**" has the meaning attributed to that expression in the GST Law.
- 1.1.2 "**Accounting Period**" means each period of 12 calendar months commencing 1 July.
- 1.1.3 "**Accounting Principles**" means:
 - (a) the applicable accounting standards and practices required by applicable Law;
 - (b) the statements of accounting standards issued by or on behalf of the Australian Society of Certified Practising Accountants and the Institute of Chartered Accountants in Australia; and
 - (c) if there are no applicable accounting practices or statements of those types described in this definition, accounting standards and practices generally accepted in Australia.
- 1.1.4 "**Adjustment Event**" has the meaning attributed in the GST Law.

- 1.1.5 **“Agreement”** means this Funding Agreement between the Parties and includes the Schedules.
- 1.1.6 **“Approval”** means any approval, authorisation, permit, permission, licence, consent, clearance, exemption, filing, registration or the like, which is required by Law or required to be issued by or obtained from a Governmental Agency or any other person.
- 1.1.7 **“Approved Auditor”** means a person who is:
- (a) registered as a company auditor under the Corporations Act;
 - (b) not a principal, member, shareholder, officer, agent, subcontractor, employee or Company Associate; and
 - (c) not a Company Associate's accountant.
- 1.1.8 **“Approved Financial Institution”** means a deposit taking institution authorised under the *Banking Act 1959 (Cth)* to carry on banking business in Australia.
- 1.1.9 **“Authorisation”** means any corporate action, approval or the like which is required to be satisfied or obtained in order to authorise:
- (a) the Grantee to undertake the Project; and
 - (b) the Grantee to enter into, deliver and perform its obligations under the Agreement,
- including any that may be required from a Company Associate.
- 1.1.10 **“Business”** means the Grantee's operations as described in Item 4 of Schedule 1.
- 1.1.11 **“Business Day”** means any day which is not a Saturday, Sunday or a public holiday in Adelaide under the *Public Holidays Act 2023 (SA)*.
- 1.1.12 **“Claim Notice”** has the meaning given in clause 4.1.
- 1.1.13 **“Company Associate”** means a related body corporate or subsidiary of the Grantee within the meaning of the Corporations Act.
- 1.1.14 **“Conclusion Date”** means the date specified in Item 1(c) of Schedule 1.
- 1.1.15 **“Confidential Information”** means information disclosed by or on behalf of a party to this Agreement that:
- (a) is by its nature confidential or by the circumstances in which it is disclosed is confidential; or
 - (b) is designated by the disclosing party as confidential or identified in terms connoting its confidentiality,
- but does not include:
- (c) this Agreement; or
 - (d) information which is or becomes public knowledge other than by a breach of this Agreement;
- 1.1.16 **“Corporations Act”** means the *Corporations Act 2001 (Cth)*.
- 1.1.17 **“Defence Security Principles Framework”** means the Commonwealth Government's Defence Security Principles Framework (a copy of which can be found at <https://www.defence.gov.au/business-industry/industry-governance/defence-security-principles-framework>) as may be updated from time to time.

- 1.1.18 **"Document"** means any embodiment of any text or image howsoever recorded.
- 1.1.19 **"Due Date"** means the date that the Performance Milestones are required to be achieved by the Grantee as specified in Item 9 of Schedule 1.
- 1.1.20 **"Eligible Expenditure"** means any reasonable expenditure incurred by the Grantee for the Purpose (inclusive of GST but less related Input Tax Credits):
- (a) in relation to the categories of expenditure described in Item 10 of Schedule 1 or such other categories of expenses as the Minister may approve in writing from time to time to be Eligible Expenditure for the purposes of this Agreement; and
 - (b) which has been incurred by the Grantee during the Eligibility Period,
- subject always to clause 4.7, and excluding any expenditure in relation to the categories of expenditure described in Item 10 of Schedule 1.
- 1.1.21 **"Eligibility Period"** means the period commencing on the Commencement Date and ending on the Expiry Date.
- 1.1.22 **"Entity"** has the meaning given in section 64A of the Corporations Act but is also deemed to include a joint venture within the meaning of Australian Accounting Standard 131.
- 1.1.23 **"Financial Year"** means each period from 1 July to the following 30 June.
- 1.1.24 **"Governmental Agency"** means any Commonwealth, State or Territory government or governmental, semi-governmental or administrative department, authority, instrumentality, entity, commission, corporation, body or agency.
- 1.1.25 **"Grant"** means the total grant payable by the Minister to the Grantee specified in Item 6 of Schedule 1 (excluding GST) in accordance with this Agreement;
- 1.1.26 **"Grantee's Personnel"** means any employees, agents and any other person employed or engaged by the Grantee to deliver the Project or perform the Grantee's obligations under this Agreement.
- 1.1.27 **"Grant Instalment"** means a portion of the Grant payable by the Minister to the Grantee in accordance with the terms of this Agreement as set out in Item 9 of Schedule 1.
- 1.1.28 **"Grantee's Representative"** means the person specified in Item 12 of Schedule 1.
- 1.1.29 **"GST"** means the tax imposed by the GST Law.
- 1.1.30 **"GST Law"** has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). **"Input Tax Credit"** has the meaning attributed in the GST Law.
- 1.1.31 **"Insolvency Administration"** means in relation to a company:
- (a) an administrator is appointed to the company or action is taken to make such an appointment;
 - (b) the company resolves to be wound up;
 - (c) an application is made to a court for an order or an order is made that the company be wound up (whether on grounds of insolvency or otherwise);
 - (d) the company ceases to carry on business;

- (e) a receiver or a receiver and manager of property of the company is appointed whether by court or otherwise;
 - (f) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the company or any one of them is appointed, whether or not under an order;
 - (g) the company enters into a compromise or arrangement with its creditors or a class of them;
 - (h) the company is or states that it is unable to pay its debts when they fall due; or
 - (i) anything analogous to or of similar effect to anything described above occurs in respect of the company.
- 1.1.32 **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
- (a) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a),
- but for the avoidance of doubt excludes moral rights and performers' rights;
- 1.1.33 **"Law"** means the principles of law and equity established by decisions of courts, or by any legislation of the Commonwealth of Australia or of any State or Territory or of any other relevant jurisdiction, or of any local, municipal, or shire authority now or in the future in force, and any rule, regulation, by-law, statutory instrument, order or other action now or in the future made under any such legislation or pursuant to any court decision, including any policy or notice issued or published by a Governmental Agency relating to any Tax legislation.
- 1.1.34 **"Material Adverse Effect"** means any change that has had, or is reasonably likely to have, an effect that is or will be materially adverse to:
- (a) the ability of the Grantee to perform its obligations under this Agreement;
 - (b) the Business;
 - (c) the Project;
 - (d) the assets or financial condition of the Grantee; or
 - (e) the interests of the Minister under this Agreement.
- 1.1.35 **"Notice"** means a notice in writing and **"Notify"**, **"Notified"** or **"Notification"** means to give Notice.
- 1.1.36 **"Other Contracts"** means those documents listed in Item 7 of Schedule 1, as may be amended from time to time with the approval of the Minister.
- 1.1.37 **"Other Funding"** means at any time the committed funding then available to the Grantee from other funding sources in addition to the Grant that is required by the Grantee to satisfactorily complete the Project at that time and includes the grants set out in Schedule 1.
- 1.1.38 **"Parties"** means the Minister and the Grantee and **"Party"** means any one of them.
- 1.1.39 **"Performance Milestones"** means the performance milestones specified in Item 9 of Schedule 1.
- 1.1.40 **"Premises"** means the premises set out in Item 5 of Schedule 1.

- 1.1.41 **"Program Objectives"** means build on South Australia's research and development strengths and aligns to the Information Warfare priority in the 2024 National Defence Strategy.
- 1.1.42 **"Project"** has the meaning as set out in Item 3 of Schedule 1.
- 1.1.43 **"Project Commencement Date"** means the date of execution of this Agreement.
- 1.1.44 **"Project Completion Date"** means the date specified in Item 1(b) of Schedule 1.
- 1.1.45 **"Project Documents"** means:
- (a) any documents specified in Item 9 and 11 of Schedule 1; and
 - (b) any other document or agreement entered into by the Grantee for the purposes of the Project.
- 1.1.46 **"Purpose"** means paying for Eligible Expenditure incurred by the Grantee during the Eligibility Period in undertaking and completing the Project.
- 1.1.47 **"Repayment Amount"** means all amounts paid by the Minister to the Grantee under this Agreement up to the Repayment Date.
- 1.1.48 **"Repayment Date"** means the date upon which the Minister demands payment of the Repayment Amount from the Grantee.
- 1.1.49 **"Repayment Event"** means any of the events described in clause 6.
- 1.1.50 **"State"** means the State of South Australia
- 1.1.51 **"Taxable Supply"** has the meaning attributed in the GST Law.
- 1.1.52 **"Term"** means the period commencing on the Commencement Date and (subject to any earlier termination) ending on the Conclusion Date.
- 1.1.53 **"Minister's Representative"** means the person specified in Item 12 of Schedule 1.

1.2 Interpretation

In this Agreement unless the contrary intention is apparent:

- 1.2.1 the clause headings are for convenient reference only and do not form part of this Agreement;
- 1.2.2 a reference to a clause number is a reference to all its subclauses;
- 1.2.3 a reference to a clause, subclause, or Schedule is a reference to a clause, subclause or schedule of this Agreement;
- 1.2.4 a word in the singular includes the plural and a word in the plural includes the singular;
- 1.2.5 a word importing a gender includes any other gender;
- 1.2.6 a reference to a person, company, trust, partnership, unincorporated body, body corporate or other entity includes any of them;
- 1.2.7 a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 1.2.8 a reference to dollars is a reference to Australian dollars;
- 1.2.9 where a word or phrase is given a particular meaning other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- 1.2.10 a reference to a Party includes that Party's successors and permitted assigns;

- 1.2.11 a reference to a document or agreement includes that document or agreement as novated, altered, supplemented or replaced;
- 1.2.12 mentioning anything after the words include, includes or including does not limit what else might be included;
- 1.2.13 no provision or expression is to be construed against a Party on the basis that the Party (or its advisers) was responsible for the drafting of this document;
- 1.2.14 a reference to two or more persons is a reference to those persons jointly and severally and an agreement undertaking representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- 1.2.15 in resolving inconsistencies in this Agreement between:
 - (a) this Agreement (excluding the Schedules); and
 - (b) the Schedules to this Agreement,
 this Agreement (excluding the Schedules) shall have precedence over the Schedules to this Agreement; and
- 1.2.16 if any act pursuant to this Agreement would otherwise be required to be done on a day which is not a Business Day, then that act may be done on the next Business Day;
- 1.2.17 where a party is a trustee of a trust, a reference to a transaction, asset, act or liability of any nature of that party includes its transactions, assets, acts or liabilities both in its own right and as trustee. Where a party that is a trustee incurs an obligation or liability, it incurs that obligation or liability both personally, and in its capacity as trustee of the trust.

2. **CONDITIONS PRECEDENT**

The obligation of the Minister to provide any of the Grant to the Grantee is subject to the Minister receiving, in all things to the complete satisfaction of the Minister, documentary evidence of:

- 2.1 the existence of all Authorisations and Approvals required for:
 - 2.1.1 the Project;
 - 2.1.2 the entry, exercise or performance by the Grantee of its rights or obligations under this Agreement; and
- 2.2 evidence that the Grantee has sufficient Other Funding; and
- 2.3 such other conditions (if any) specified in Item 2 of Schedule 1.

3. **GRANT FUNDING**

- 3.1 Subject to the terms of this Agreement the Minister agrees, when requested by the Grantee, to provide the Grant to the Grantee for the Purpose.
- 3.2 The Grantee is only entitled to request a Grant Instalment from the Minister for the Purpose if the request is made in accordance with clause 4.
- 3.3 The Grantee must only apply the Grant for the Purpose.

4. **PROVISION OF GRANT**

- 4.1 The Grantee may only request a Grant Instalment by giving written notice to the Minister in accordance with the requirements of this clause 4 (**Claim Notice**).
- 4.2 Unless otherwise approved in writing by the Minister, any request by the Grantee for a Grant Instalment under this Agreement:

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- 4.2.1 must be made in respect of a Performance Milestone that has been achieved by the Grantee; and
 - 4.2.2 must be received by the Minister by the Due Date for which the request for a Grant Instalment is being made.
 - 4.3 The Claim Notice for a Grant Instalment must:
 - 4.3.1 be signed by the Grantee's Representative;
 - 4.3.2 specify:
 - (a) that the Grant Instalment will be / was applied towards the Purpose; and
 - (b) payment instructions (which must be consistent with the Purpose);
 - 4.3.3 specify the applicable Performance Milestone for which the Grant Instalment is being requested;
 - 4.3.4 specify how any previous Grant Instalments paid by the Minister to the Grantee has been applied towards Eligible Expenditure (together with an itemised breakdown by category of expense as to the make up of the Eligible Expenditure and any other information required by the Minister);
 - 4.3.5 specify the Performance Milestones that are required to be satisfied in accordance with Item 9 of Schedule 1 and be accompanied by documentary evidence as to their satisfaction.
 - 4.4 On receipt of a Claim Notice the Minister will determine the amount of the Grant Instalment that is payable under this Agreement with respect to a Claim Notice.
 - 4.5 The Minister need not provide any Grant Instalment requested by the Grantee unless the Minister is satisfied as to each of the following conditions:
 - 4.5.1 the Grantee's request complies with the requirements of this clause 4.
 - 4.5.2 the Grantee demonstrates that it has applied all previous Grant Instalments towards Eligible Expenditure;
 - 4.5.3 the relevant Performance Milestones have been satisfied in accordance with Item 9 of Schedule 1 and by the relevant date(s) specified in Item 9 of Schedule 1;
 - 4.5.4 the Grantee is not in breach or default of any of their respective obligations or warranties under this Agreement (including those under clause 15) and that a Repayment Event is not occurring;
 - 4.5.5 the Grantee is not in Insolvency Administration;
 - 4.5.6 the Grantee's Company Associates (or any one of them) are not in Insolvency Administration which in the Minister's reasonable opinion materially adversely impacts on the Grantee's ability to perform its obligations under this Agreement; and
 - 4.5.7 the Grantee has Other Funding sufficient to satisfactorily complete the Project.
 - 4.6 During the Eligibility Period, the Grantee must provide details of the general bank account, held with an Approved Financial Institution, into which account all Grant Instalments must be paid, and if the account into which the Grant Instalment is paid changes, the Grantee must notify the Minister with details of the new account within ten Business Days of the change occurring.
 - 4.7 The Grantee acknowledges and agrees that the Minister's determination as to:
 - 4.7.1 whether expenditure on the Project is Eligible Expenditure;
 - 4.7.2 whether a required Performance Milestone has been satisfied;
 - 4.7.3 the sufficiency of Other Funding to satisfactorily complete the Project; or
 - 4.7.4 the amount of any Grant Instalments payable under this Agreement,
 is final and binding on the Grantee.
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- 4.8 Each condition of clause 4.5 is for the benefit of the Minister and may be waived if, and only if, the Minister has given written notice of the waiver of that condition to the Grantee.

5. **GST**

- 5.1 The parties acknowledge that compliance with obligations or the grant of rights under this Agreement by the Grantee will be a Taxable Supply as defined in the GST Law and the Grantee will be liable to pay GST on the Taxable Supply.
- 5.2 The Minister will pay in addition to the Grant an amount (the "GST payment") calculated by multiplying the Grant by the rate at which GST is levied at the time of this Agreement.
- 5.3 Where the Grant is payable in Grant Instalments, the GST payment will be payable in proportionate instalments.
- 5.4 The Minister is not liable to pay the GST payment or any instalment of the GST payment unless the Grantee has delivered to the Minister a valid Tax Invoice under GST Law, referable to the Grant (or instalment of the Grant) and associated GST payment.

6. **REPAYMENT EVENTS**

The occurrence of any of the following events during the Term are Repayment Events:

- 6.1 if the Grantee is subject to any form of Insolvency Administration;
- 6.2 if the Grantee's Company Associates are subject to any form of Insolvency Administration which in the Minister's reasonable opinion has a Material Adverse Effect;
- 6.3 if the Grantee breaches:
- 6.3.1 any of its warranties or representations in clause 12.1 of this Agreement, a Claim Notice or a report provided under clause 15.1 of this Agreement; or
- 6.3.2 any of its obligations or undertakings under this Agreement, and in respect of breaches capable of rectification, has not rectified such breach within 28 days of receiving a notice given in writing by the Minister to the Grantee requiring rectification of the breach (or any longer period specified in the notice); and
- 6.4 if there occurs any event or series of events (whether related or not) which has a Material Adverse Effect.

7. **CONSEQUENCES OF REPAYMENT EVENT**

- 7.1 If a Repayment Event occurs during the Term the Minister may by written notice to the Grantee decline to advance any further Grant Instalments to the Grantee and upon such notice being given:
- 7.1.1 the Minister shall be immediately released from any obligation to make any further payments to the Grantee; and
- 7.1.2 any portion of the Grant that has not been paid at the date on which the Repayment Event occurs, will be automatically cancelled and the Grant will be reduced to zero.
- 7.2 Nothing in clause 7.1 shall affect the Minister's right to recover any part or whole of the Grant advanced to the Grantee pursuant to this Agreement or any other of the Minister's rights under this Agreement which may have accrued pursuant to this Agreement as at the date of the Repayment Event.
- 7.3 The Grantee acknowledges:

- 7.3.1 that if a Repayment Event occurs the extent of the loss or damage sustained by the Minister will be extremely difficult to assess or quantify accurately or to otherwise determine precisely;
- 7.3.2 that the amounts payable pursuant to this clause 7 represent a genuine pre-estimate by the Minister of the compensation which the Minister believes is fair and reasonable; and
- 7.3.3 that any amounts payable pursuant to this clause 7 are not and will not be construed or deemed to be a penalty payable by the Grantee for the purposes of any applicable legal rule or norm.
- 7.4 Subject to the provisions of this Agreement, if a Repayment Event occurs at any time, then notwithstanding any previous delay or waiver on the Minister's part, the whole of the Repayment Amount, shall, on written demand from the Minister, become due and payable by the Grantee to the Minister as liquidated damages within 14 days of the Grantee's receipt of such demand.
- 7.5 The Grantee's obligations to pay the Repayment Amount to the Minister in accordance with this clause shall not be subject to any set off or counterclaim by the Grantee and the Repayment Amount shall be paid by the Grantee to the Minister free and clear of any withholding of whatever nature.
- 7.6 Nothing in clause 7 prevents the Minister from recovering any other amount to which the Minister is or becomes entitled under this Agreement or at Law.

8. COMMONWEALTH DEPARTMENT OF DEFENCE

- 8.1 The Grantee must undertake the Project in accordance with any security measures notified by the Commonwealth Department of Defence, including but not limited to the Defence Research, Innovation & Collaboration Security (DRICS) Principles and Controls (as may be updated from time to time).
- 8.2 The Grantee agrees that the Minister may disclose the reports set out in Item 9 and 11 of Schedule 1 and such other additional reports or information provided by the Grantee to the Minister under this Agreement to the Commonwealth Department of Defence in accordance with the Defence Security Principles Framework for the purpose of assessing the performance of the Grantee's obligations under this Agreement.

9. GRANTEE PERSONNEL

- 9.1 The Grantee must ensure that any check, screening or enquiry required for Grantee Personnel as part of the applicable security measures specified in clause 8.1 are maintained up-to-date throughout the term of this Agreement, and must notify the Minister of a change to any check, screening or enquiry that would reasonably affect the Minister's assessment of the suitability of any of the Grantee's Personnel.
- 9.2 If the Minister gives the Grantee notice in writing requiring any one or more of the Grantee's Personnel to be withdrawn from the Project, the Grantee must immediately comply with the notice and provide replacements acceptable to the Grantee.

10. INTELLECTUAL PROPERTY

- 10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 10.2 The parties acknowledge and agree that Intellectual Property Rights, including Intellectual Property Rights in any reports, documents or other material created

directly or indirectly using the Grant or for the purposes of the Project vest on creation in the Commonwealth Government ("**Project IP**").

- 10.3 The Grantee must:
- 10.3.1 use its best endeavours not to infringe the Intellectual Property Rights of any person in undertaking the Project; and
 - 10.3.2 keep the Minister indemnified against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that the undertaking of the Project by the Grantee infringes the Intellectual Property Rights of any person.
- 10.4 Each party grants the other only the licences and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- 10.5 The Grantee must comply with any agreed arrangements relating to Intellectual Property Rights arising under the Material Contracts or in respect of the Other Funding.

11. CONFIDENTIALITY

- 11.1 The Parties agree that Item 9 of Schedule 1 is deemed to be Confidential Information
- 11.2 Subject to this Agreement, the party ("**receiving party**") to whom Confidential Information is disclosed by another party ("**disclosing party**") must ensure that the confidentiality of the Confidential Information is preserved and must not disclose Confidential Information to any person without first obtaining the disclosing party's written consent.
- 11.3 There will be no breach of the obligations of the receiving party under this Agreement if the Confidential Information is legally required to be disclosed or the circumstances of its disclosure are permitted by this Agreement.
- 11.4 The receiving party may disclose Confidential Information to its officers, employees, advisers, agents, consultants and sub-contractors ("**Authorised Persons**") if:
- 11.4.1 the Authorised Person needs to know the Confidential Information for the performance of the Authorised Persons under this Agreement;
 - 11.4.2 the receiving party first notifies the proposed disclosure to the disclosing party; and
 - 11.4.3 the receiving party first makes the Authorised Person aware of the confidential nature of the Confidential Information and ensures that the Authorised Person treats it confidentially in accordance with this Agreement.
- 11.5 The receiving party must:
- 11.5.1 notify the disclosing party promptly if the receiving party becomes aware of any unauthorised disclosure of Confidential Information; and
 - 11.5.2 give the disclosing party all assistance reasonably required by that party in connection with any proceedings which it may institute against any persons for the disclosure.
- 11.6 The parties may disclose Confidential Information:
- 11.6.1 where required by law to do so;
 - 11.6.2 for the purposes of prosecuting or defending any legal proceedings;
 - 11.6.3 to Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee; or
 - 11.6.4 to any agency, authority, instrumentality, Minister or Officer of the State of South Australia (whether or not the Minister is legally obliged to do so).

12. **REPRESENTATIONS AND WARRANTIES**

12.1 The Grantee represents to the Minister that:

- 12.1.1 it is duly incorporated and qualified and properly accredited to carry on the Business;
- 12.1.2 it has the power to enter into and perform its obligations under this Agreement and has all necessary Authorisations to authorise the entry into and performance of this Agreement and to undertake the Project;
- 12.1.3 all Approvals required in connection with the execution, delivery and performance of this Agreement and the Project, have been obtained or effected or will be obtained or effected within any relevant time or statutory period and are or will be in full force and effect and there has been no default by the Grantee in the performance of any of the terms and conditions thereof;
- 12.1.4 there are no threatened actions or proceedings before any Court or other body which will or are likely to materially adversely affect the financial position of the Grantee, its ability to perform its obligations under this Agreement or to undertake and complete the Project;
- 12.1.5 this Agreement constitutes legal, valid and binding obligations on the part of the Grantee which are enforceable against it in accordance with its terms;
- 12.1.6 it is not in material default under any Law, indenture, mortgage, trust deed, agreement or other instrument or arrangement by which it is bound;
- 12.1.7 no Repayment Event has occurred or is occurring;
- 12.1.8 no amendments have been made to its constituent documents, or any trust deed, affecting its power to enter into this Agreement or to undertake and complete the Project or which may adversely affect the interests of the Minister under this Agreement save as disclosed in writing to the Minister prior to the execution of this Agreement;
- 12.1.9 the financial statements disclosing the financial position of the Grantee given to the Minister by the Grantee (if any) present a true and fair view of the financial condition of the Grantee as at the date of the financial statements and that there has been no material adverse change in the condition of the Grantee, financial or otherwise, since the preparation or provisions of these statements;
- 12.1.10 the information contained in the accounts, certificates, schedules or other documents supplied by it to the Minister pursuant to this Agreement is to the best of its knowledge and belief true and accurate in all material respects and the opinions and forecasts expressed therein (if any) are held *bona fides* and have been made on a reasonable basis and there are no material facts known to it relating to it which could or might affect the willingness of the Minister to enter into an agreement with the Grantee in terms similar to the terms of this Agreement which have not been disclosed to the Minister;
- 12.1.11 the Grantee has or will have available, sufficient Other Funding to complete the Project;
- 12.1.12 it does not have any interests or obligations that conflict with its interests or obligations under this Agreement;

12.2 If the Grantee is the trustee of a trust, it further represents to the Minister that:

- 12.2.1 it is the present and only trustee of the trust, and that no action has been taken or proposed to remove it as trustee of the trust;
- 12.2.2 it has an unrestricted right to be indemnified out of the assets of the Trust in respect of and against all losses, costs, expenses, claims, damages, charges, liabilities and related expenses sustained or incurred as a consequence of this Agreement;
- 12.2.3 that no vesting date has been determined under the provisions of the trust deed which establishes the Trust;
- 12.3 The Grantee acknowledges that the representations and warranties made in clause 8 have induced the Minister to agree to provide the Grant to the Grantee.
- 12.4 The Grantee acknowledges that each of the representations and warranties made under this Agreement (including in any Claim Notice or report provided under clause 15.1) shall survive the execution of this Agreement and will be correct and complied with in all material respects during the Term. .

13. GENERAL OBLIGATIONS

- 13.1 The Grantee must not, except with the prior consent in writing of the Minister, apply the Grant for purposes other than the Purpose.
- 13.2 The Grantee must ensure that any activity carried out by it in connection with its use of the Grant complies with the Laws from time to time in force in the State.

14. PERFORMANCE MILESTONES

- 14.1 The Grantee agrees to undertake the Project:
 - 14.1.1 and complete the Project by the Project Completion Date; and
 - 14.1.2 at a rate of progress and in a manner that will achieve each Performance Milestone by the relevant due date specified in Item 9 of Schedule 1; and
 - 14.1.3 in accordance with the terms and conditions of this Agreement.
- 14.2 The Grantee must notify the Minister promptly if any of the Performance Milestones it is required to achieve is not achieved or is unlikely to be achieved by the Due Date for that Performance Milestone set out in Item 9 of Schedule 1.
- 14.3 When notifying the Minister under clause 14.2, the Grantee must sign the notice which must specify:
 - 14.3.1 the reason for the delay;
 - 14.3.2 the action the Grantee proposes to take to address the delay;
 - 14.3.3 the anticipated date for achievement of the relevant Performance Milestone; and
 - 14.3.4 the expected effect (if any) the delay will have on the Project (or its outcomes);
- 14.4 If the Minister considers in its absolute discretion that the failure by the Grantee to achieve a Performance Milestone by the relevant date specified in Item 9 of Schedule 1 may compromise the capacity of the Grantee to undertake the Project, the Minister may at his sole discretion issue a termination notice pursuant to clause 17 of this Agreement.
- 14.5 The Grantee will ensure that:
 - 14.5.1 the Project is planned, designed, undertaken and completed in a proper and professional manner, and in accordance with the designs, plans and specifications in or contemplated by the Project Documents;

- 14.5.2 the Project is undertaken in accordance with all applicable Laws, Approvals and the Project Documents; and
- 14.5.3 it complies with its obligations under each Project Document.
- 14.6 The Grantee will:
 - 14.6.1 as soon as it becomes aware, notify the Minister in writing of the occurrence of a default of, dispute under, suspension of or the early termination of a Project Document;
 - 14.6.2 as soon as it becomes aware, advise the Minister of the termination, suspension or cancellation of the Project or of any act, matter or thing which will have an actual or potential Material Adverse Effect; and
 - 14.6.3 provide the Minister with such further information and documents relating to the Project or the Business as the Minister may from time to time reasonably request.
- 14.7 The Grantee will not without the Minister's prior written consent vary, suspend, terminate, waive or cancel the terms of any Project Document in a manner which is reasonably likely to have a Material Adverse Effect or effect the achievement of the Program Objectives.

15. REPORTING, INFORMATION AND AUDIT OBLIGATIONS

- 15.1 The Grantee must give to the Minister the reports described in, and at the times set out in, Item 11 of Schedule 1. The Minister may from time to time by notice in writing request other additional reports in relation to the performance of the Grantee's obligations under this Agreement and will consult with the Grantee in relation to the nature of the information and content of any such report that the Minister requests.
- 15.2 After the Eligibility Period, the Grantee must complete a financial acquittal form as to the Grants provided by the Minister to the Grantee under this Agreement, in the form required by the Minister, and which must be returned to the Minister's Representative in accordance with Item 11 of the Schedule.
- 15.3 During the Term, the Grantee undertakes to the Minister that:
 - 15.3.1 where it receives from any Governmental Agency any form of funding or financial assistance for the Project, it will promptly notify the Minister in writing of the nature of such funding and of the identity of the relevant Governmental Agency;
 - 15.3.2 it will promptly inform the Minister in writing on the becoming aware of or when it ought reasonably to have become aware of the happening, or likely occurrence, of a Repayment Event, a breach of the Grantee's obligations, warranties or representations under this Agreement or a failure to achieve a Performance Milestone; and
 - 15.3.3 it will provide the Minister with such information as the Minister may reasonably require to enable the Minister to assess the ongoing financial position of the Grantee, monitor the Grantee's performance of its undertakings and obligations under this Agreement, and assess the overall effectiveness of the Grant throughout the Term.
- 15.4 If in the Minister's opinion the content of a report or other information provided by the Grantee in accordance with this Agreement does not meet the requirements of this Agreement, or is not adequate for the Minister's purposes, the Grantee must submit a revised report or other information satisfactory to the Minister, within 30 days of receiving a notice from the Minister requiring it to do so.

- 15.5 The Minister may conduct, or require the Grantee to undertake, audits relevant to performance of the Grantee's obligations under this Agreement, including conducting audits of:
- 15.5.1 the Project;
 - 15.5.2 the Grantee's Claim Notices (including supporting materials), reports or other information provided by the Grantee under this Agreement;
 - 15.5.3 the Grantee's compliance with its obligations under this Agreement; the Grantee's financial accounts;
 - 15.5.4 material (including books and records) in the possession of the Grantee relevant to Grants, the Project or this Agreement; and
 - 15.5.5 any other matter determined by the Minister to be relevant to Grants, the Project or this Agreement.
- 15.6 The Minister may specify the minimum qualifications to be held by a person appointed to conduct an audit.
- 15.7 The requirement for and participation in audits does not in any way reduce the Grantee's responsibility to perform its obligations in accordance with this Agreement.
- 15.8 The Grantee shall bear the costs of any audits required to be undertaken by the Grantee pursuant to this Agreement.
- 15.9 If the Minister undertakes an audit pursuant to clause 15.5, the costs of such audit will be borne by the Grantee if such audit reveals that the Grantee has made any material adverse misrepresentation in any reports and other information provided to the Minister pursuant to this Agreement.
- 15.10 The Minister may, at reasonable times and on giving reasonable notice to the Grantee:
- 15.10.1 access the premises of the Grantee to the extent relevant to the performance of this Agreement;
 - 15.10.2 require the provision by the Grantee of records and information, to the extent relevant to the performance of this Agreement, in a data format and storage medium accessible by the Minister by use of the Minister's existing computer hardware and software;
 - 15.10.3 inspect and copy documentation, books and records, however stored, in custody or under the control of the Grantee to the extent relevant to the performance of this Agreement; and
 - 15.10.4 require reasonable assistance to the extent relevant to the performance of this Agreement,
- subject always to the Grantee being entitled to withhold any records or information to the extent necessary to abide by its obligations under applicable privacy legislation.
- 15.11 The Grantee must ensure that all information provided to the Minister from time to time under this Agreement is true and accurate and not misleading in any material respect and is not incomplete by omitting to state any fact necessary to make such information not misleading or incorrect in any material respect at that time.

16. **RECORDS**

- 16.1 During the Term the Grantee must keep all records necessary to provide a complete, detailed and up-to-date and accurate record and explanation of:
- 16.1.1 the application of Grants;
 - 16.1.2 incurred Eligible Expenditure;
 - 16.1.3 Other Funding;

- 16.1.4 the Project, including its activities and progress and steps taken for the purposes of complying with its obligations under clause 14 of this Agreement;
- 16.1.5 any amounts of GST paid by the Grantee in respect of any supply made by the Minister under this Agreement; and
- 16.1.6 any other records relating to the Project and incurred Eligible Expenditure which are reasonably required by the Minister from time to time.
- 16.2 The Grantee must establish and maintain separate accounts and financial records in relation to Grants.
- 16.3 The Grantee must prepare its financial statements in the nature of General Purpose Financial Statements in accordance with Australian Accounting Standards.

17. **DISPUTE RESOLUTION**

- 17.1 Subject to clause 17.6, a party may not commence legal proceedings without first referring the dispute to the other party under this clause.
- 17.2 Either party may give the other a notice in writing ("**Dispute Notice**") setting out the details of the dispute.
- 17.3 Within 7 days or such other period as may be agreed by the parties the Minister's Representative and the Grantee's Representative must meet and use reasonable endeavours to resolve the dispute.
- 17.4 If, after a meeting between Representatives, the parties both believe that the dispute set out in the Dispute Notice may be resolved by a meeting between the Chief Executives of the Grantee and the Minister, then the parties must procure a meeting between their respective Chief Executives and such other advisers and experts who may be able to facilitate a resolution of the dispute.
- 17.5 Notwithstanding the existence of a dispute each party must continue to perform its obligations under this Deed.
- 17.6 A party may seek immediate interlocutory relief or other interim remedy in the case of a genuine emergency.

18. **TERMINATION**

- 18.1 The Minister may immediately terminate this Agreement by notice to the Grantee if:
 - 18.1.1 a Repayment Event occurs;
 - 18.1.2 the Grantee breaches any representation or warranty contained in clause 8, a Claim Notice or a report provided under clause 15.1;
 - 18.1.3 the Grantee is unable to obtain Other Funding (or obtain it in time) to enable completion of the Project during the Term of this Agreement;
 - 18.1.4 the Grantee commits any breach in respect of which this Agreement provides a notice of termination may be given;
 - 18.1.5 the Grantee commits any material breach of this Agreement which the Minister reasonably considers is not capable of remedy; or
 - 18.1.6 the Grantee breaches any material provision of this Agreement and fails to remedy the breach within 30 days after receiving notice from the Minister requiring it to do so (or any longer period specified in the notice).
- 18.2 If this Agreement is terminated under clause 18.1:
 - 18.2.1 the parties are relieved from future performance of this Agreement, without prejudice to any right of either party which accrued prior to the date of termination or otherwise relates to, or may arise at any future time, from

any breach or non-observance of obligations under this Agreement which arose prior to that date;

18.2.2 the Grantee must give the Minister:

- (a) all outstanding reports due under this Agreement; and
- (b) any other reports that it has agreed to provide pursuant to Item 11 of Schedule 1, as appropriate, in the form, having content and within the timeframes agreed with the Grantee.

18.3 Without limiting any of the Minister's other rights or remedies under this Agreement or at Law, on termination of this Agreement under clause 18.1, the Minister is immediately released from any obligation to advance any unused portion of the Grant and the Grant will be reduced to zero.

18.4 To avoid doubt, a termination notice under clause 18.1 may be given to the Grantee at the same time as a demand by the Minister under clause 7, or within a reasonable time after the date of giving that demand.

18.5 This Agreement may be terminated at any time by the mutual written agreement of the Parties.

19. INSURANCE

19.1 The Grantee must maintain in force in their respective names and for their respective interests, and at the expense of the Grantee, insurance in respect of its business enterprise and the whole of their respective assets and undertakings (including but not limited to the assets acquired by the Grantee with the Grant for the purposes of the Project) with a reputable insurer acceptable to the Minister, against all such risks as are usually insured against by persons and companies pursuing a business enterprise of the same or a similar nature as the Grantee's business enterprises, for the full replacement cost of those assets and undertakings.

19.2 The Grantee must also comply with their respective obligations under Laws relating to compulsory workers compensation insurance or rehabilitation and compensation of workers.

19.3 The Grantee must apply any monies received for any claim against a policy of insurance required by clause 19.1 to be maintained, towards the repair or replacement of the property insured, unless the Minister approves otherwise.

19.4 The Minister acknowledges that the Grantee will satisfy obligations under this clause 19 if it self-insures relevant risks where permissible at Law to do so.

20. AUTHORISATIONS

20.1 The Minister may authorise any person whom the Minister selects to exercise any of the Minister's powers or rights under this Agreement and at the date of this Agreement the Minister's authorised representative is specified at Item 12 of the Schedule 1.

20.2 The Minister may vary or revoke an authorisation at will.

20.3 Nothing in this clause shall prevent the Minister from exercising any of the Minister's powers or rights under this Agreement.

21. FURTHER ASSURANCES

The Grantee must do all things necessary to implement and give full effect to the provisions of this Agreement.

22. SEVERABILITY

If any part of this Agreement is or becomes void or unenforceable or if this Agreement would, if any part were not omitted, be or become void or unenforceable then:

- 22.1 that part will be severable without affecting the remainder of this Agreement and this Agreement will then be read as if that part were not contained in it;
- 22.2 the Parties will attempt to renegotiate that part in good faith; but
- 22.3 any failure of the Parties to reach an agreement on the replacement of the severed part of this Agreement will not affect the enforceability of this Agreement.

23. NOTICES

- 23.1 Notice must be in writing and signed either by the Party or by the agent of that Party.
- 23.2 Notice can be given to a Party:
 - 23.2.1 personally, in which case the notice is deemed to have been received upon delivery;
 - 23.2.2 by pre-paid post to the recipient's address set out in this clause, in which case the notice is deemed to be received at the time at which it would be delivered in the ordinary course of the post;
 - 23.2.3 transmitted by email, in which case the notice is taken to have been received:
 - (a) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
 - (b) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.
 - 23.2.4 as permitted by the *Corporations Act* or any other statute or regulation.
- 23.3 The addresses and numbers for service are those set out at Item 12 of Schedule 1.
- 23.4 A Party may from time to time change its address or number for service by notice to the other Party.

24. CONTRACT DISCLOSURE AND PUBLICITY

- 24.1 The Grantee agrees to the disclosure of this Agreement in printed and/or electronic form, and either generally to the public, or to a particular person as a result of a specific request.
- 24.2 The Grantee must not make or permit a public announcement or media release to be made about any aspect of this Agreement without first obtaining the Minister's consent, which may not be unreasonably withheld and which will not be required if the public announcement is required by law.
- 24.3 The Grantee agrees to participate in all promotional or publicity activities in relation to the Agreement as reasonably required by the Minister.
- 24.4 The Grantee must ensure that their respective employees, agents and subcontractors are aware of and comply with the provisions of this clause.

24.5 The Grantee must:

24.5.1 acknowledge the contribution of the South Australian Government on any promotional material related to the Project; and

24.5.2 provide opportunities for the Minister or its representative to take part in any formal events or announcements in relation to the Project.

24.6 The Grantee agrees that the Minister may disclose, or otherwise use, any information obtained from the Grantee concerning the Grantee's performance of obligations under this Agreement, including any obligations related to expenditure or employment.

25. **COSTS**

25.1 The Grantee must pay

25.1.1 on the basis of a full indemnity, any costs incurred by the Minister in enforcing the Minister's rights under this Agreement.

25.2 Each Party will bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

26. **AUDITOR GENERAL**

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987*.

27. **PROPER LAW**

The Laws in force in South Australia, including Laws with respect to capacity to contract and the manner of performance, apply to this Agreement.

28. **JURISDICTION OF COURTS**

28.1 The courts of South Australia will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

28.2 Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.

29. **COMPLIANCE WITH LAW**

The Grantee must comply with the Laws in force in South Australia in the course of performing its obligations under this Agreement.

30. **NO MUTUAL LIABILITY**

Nothing in this Agreement constitutes a partnership, joint venture or association of any kind between the Grantee and the Minister or renders them liable for the debts or liabilities incurred by the other.

31. NO ASSIGNMENT BY THE GRANTEE

The Grantee must not assign, transfer or otherwise dispose of their respective rights, or interests under this Agreement without the prior written consent of the Minister.

32. NO WAIVERS

32.1 No waiver of any right under this Agreement is effective unless given in writing and signed by the Party waiving its rights.

32.2 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided at Law.

33. MODIFICATION

Any modification of this Agreement must be in writing and signed by each Party.

34. ENTIRE AGREEMENT

34.1 This Agreement incorporates the attached schedules.

34.2 This Agreement contains the entire agreement between the Parties with respect to their subject matter.

34.3 This Agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter.

35. CONSENTS AND APPROVALS

Where the Grantee requires the Minister's consent or approval under this Agreement, the Minister may in its absolute discretion give or withhold its consent or approval (subject to any provision in this Agreement to the contrary) and if giving consent or approval, the Minister may impose any condition on that consent that it considers appropriate and the Minister's consent or approval will not be effective unless it is in writing and signed.

36. SET OFF

Any amount due and payable by the Grantee to the Minister or the Crown in right of the State pursuant to:

36.1 this Agreement; or

36.2 any other agreement that the Grantee may have with the Crown in right of the State;

may be set off against any amount due and payable by the Minister to the Grantee under this Agreement.

37. TIME IS OF THE ESSENCE

Time is of the essence in respect of any time, date, or period specified either in this Agreement or in any notice served under this Agreement.

EXECUTED AS A FUNDING AGREEMENT

SIGNED by a duly authorised officer for the on)
behalf of the **MINISTER FOR DEFENCE AND**)
SPACE INDUSTRIES in the presence of:)
)

.....
Witness signature

.....
Authorised officer signature

.....
Witness name

.....
Authorised officer name

.....
Date

SIGNED FOR XXX by an authorised)
representative:)

.....
Signature of Authorised Officer

.....
Signature of Witness

.....
Name of Authorised Officer (please print)

.....
Name of Witness (please print)

SCHEDULE 1 - GENERAL DETAILS**ITEM 1 – Key Dates****(a) Commencement Date**

On the day the last party executes this Agreement.

(b) Project Completion Date

?

(c) Conclusion Date

?

ITEM 2 – Conditions Precedent

The following are conditions precedent additional to those set out in clause 2 of this Agreement:

N/A

ITEM 3 - Project**ITEM 4 - Business****ITEM 5 - Premises****ITEM 6 - Grant**

XXX (exclusive of GST)

ITEM 7 - Other Contracts

(a) XXX – Research Agreement;

(b) XXX – Research Agreement.

ITEM 8 - Project Documents**ITEM 9 - Performance Milestones & Grant Instalment Amount**

Subject to the terms of this Agreement, the Grant Instalment may only be requested if the following Performance Milestones have been achieved by the Due Date. The Parties agree that the Grant Instalments will be payable once the Performance Milestones have been achieved by the Due Date.

Funding Agreement Deliverables	Due Date	Grant Instalment (excluding GST)
--------------------------------	----------	-------------------------------------

Project Milestone 1 (a): The Grantee must provide to the Minister, to the Minister's satisfaction: • Claim Form • Tax Invoice	Upon execution of this Agreement	\$0
Project Milestone 1 (b): • Kick-off Meeting with Project team, representatives from DTSG and Defence Innovation Partnership (DIP)	Within one month of Funding Agreement execution	\$0
Project Milestone 2: Reporting Requirements (via SmartyGrants): The provision of the following documents to the Minister's satisfaction in accordance with Item 11 of Schedule 1:		\$0
Project Milestone 3: Reporting Requirements (via SmartyGrants): The provision of the following documents to the Minister's satisfaction in accordance with Item 11 of Schedule 1:		\$0
Project Milestone 4: Reporting Requirements (via SmartyGrants): The provision of the following documents to the Minister's satisfaction in accordance with Item 11 of Schedule 1:		
Performance Milestone 6 The Grantee must provide to the Minister, to the Minister's satisfaction (via SmartyGrants): • Evidence that all previous Grant Instalments paid by the Minister to the Grantee have been applied towards Eligible Expenditure • Completion Report as specified in Item 11 of Schedule 1; • Final Financial Report & Acquittal Report as specified in Item 11 of Schedule 1 • Claim Form • Tax Invoice.		
Total Grant		

ITEM 10- Eligible Expenditure

Eligible Expenditure means the following categories of expenditure associated with the Project, reasonably incurred by the Grantee on the Project after the Commencement Date and prior to the Project Completion Date:

- (a) costs including wages and salaries and project management costs that are directly related to the Project; and
- (b) such other direct costs that the Grantee incurs in relation to the Project as may be approved in writing by the Minister.

Eligible Expenditure excludes:

- (a) purchasing hardware and software;
- (b) costs to access research infrastructure;
- (c) travel costs directly related to the Project;
- (d) amounts for which the Grantee is entitled to claim reimbursement or funding from under the Material Contracts, or the Commonwealth Government, Local Government, other non-State Government entities or the South Australian Government pursuant to any arrangement other than this Agreement;
- (e) amounts incurred by the Grantee prior to the Commencement Date; and
- (f) any amount incurred by the Grantee in respect of ongoing operating costs, feasibility studies and grant applications.

ITEM 11 - Reports

The Grantee must provide the following reports and information during the Term:

All reports are to be submitted to the Minister **via SmartyGrants**.

Report required	Date for provision
Project Report A Project Report should include (at least) the following information: • Project name; • Lead participant details; • Title of Performance Milestone; • Statement of key activities and/or outcomes achieved; • Where a Performance Milestone cannot be met by the Due Date, include details of the reason why the Milestone can't be met and details of proposed changes to scope, schedule or budget; • Indication of any additional risks identified (can be in relation to scope, schedule or resources) and risk mitigation or	To be provided: (a) in accordance with the Performance Milestones set out in Item 9 of Schedule 1; or (b) if the Grantee realises that a Performance Milestone/s as detailed within the Agreement will not be achieved by the Due Date.

controls put in place; and • Confirm scope and schedule for the next phase of the Project.	
Completion Report The Completion Report should include (at least) the following information: • Project name; • Lead participant details; • Title of milestone; • Statement of outcomes; • Details of benefits or opportunities identified, either potential or realised, including opportunities for additional collaboration, further development or alternate funding; • Details of any recommendations resulting from the Project; • Signed copy of the Income and Expenditure Statement as per Agreement (see Annexure B - Sample).	In accordance with Item 9 of Schedule 1.
Financial Report and Acquittal Report The Statement of Income & Expenditure (Annexure B) specifying the total amount of the Eligible Expenditure incurred by the Grantee (together with an itemised breakdown as to the make-up of the Eligible Expenditure and any other information required by the Minister) and to be accompanied by documentary evidence, satisfactory to the Minister as to the Grantee having incurred the Eligible Expenditure during the Term (refer Annexure B - sample)	In accordance with Item 9 of Schedule 1.

ITEM 12 - Notices

For the Minister

Defence SA

Name: Director, Defence Innovation Partnership
Address: Level 4, 151 Pirie Street, Adelaide SA 5000
Telephone: 08 8463 7152
Email: enquiries@defenceinnovationpartnership.com or as otherwise notified in writing by the Minister.

For the Grantee

XXX

Name:
Position:
Address:
Telephone:
Email:

SCHEDULE 2 (SAMPLE ONLY)
CLAIM NOTICE

To: Minister for Defence and Space Industries

Attention: Chief Executive, Defence SA
Level 4, 151 Pirie Street, ADELAIDE SA 5000

XXX (Grantee) hereby irrevocably provides the Minister with a Claim Notice pursuant to clause 4 of the Funding Agreement dated [] between the Minister and the Grantee (**Agreement**).

Unless the context otherwise requires, terms defined in the Agreement have the same meanings where used herein.

1. The following particulars in relation to the proposed Grant Instalment are given:

- (a) Performance Milestone
- (b) Particulars of the account into which the proceeds of the proposed instalment of the Grant Instalment is to be paid:
 - Bank:
 - Name:
 - Account No:
 - BSB No:
- (c) Eligible Expenditure:
 - As per attached report
- (d) Performance Milestones:
 - As per attached report

2. Representations and Warranties

The Grantee represents and warrants as at the date of this Claim Notice that:

- (a) the proposed Grant Instalment will be applied towards the Purpose;
- (b) the representations and warranties set out in the Agreement are true and correct and not misleading in any respect;
- (c) except as otherwise set out in the attached report, the Performance Milestones that are required to be satisfied by the date of the Claim Notice have been satisfied; and
- (d) no Repayment Event has occurred or is continuing.

3. Attachments

The Grantee provides:

- (a) the following Reports;
 - [describe attached reports (if any) including those for relevant Performance Milestone as required by Item 10 of Schedule 1]; and
- (b) all other reports due on the date of this Claim Notice (if any).
- (c) tax invoice.

SCHEDULE 3 (SAMPLE ONLY)
STATEMENT OF INCOME AND EXPENDITURE
 FOR THE PERIOD <<<insert date range>>>

Project Title:

Program: Activator Fund

INCOME	COMMENTARY	\$
Income to be received from the South Australian Government		
Income received from other parties (separate line for each party, including the Grantee)		
TOTAL INCOME FOR THE REPORTING PERIOD		
EXPENDITURE [South Australian Government funds only]		
Total Expenditure of Grant (paid by the South Australian Government) for the reporting period		
Surplus/Deficit for the reporting period		
BALANCE OF FUNDS (paid by the South Australian Government) AS AT 30 JUNE 20??		

The following reports required to be provided under the Agreement are attached:

- Financial Statements relating to the Project in accordance with the Australian Accounting Standards Signed for and on behalf of the Recipient by [insert name and position]

.....

Date: