

Critical Minerals and High-Tech Metals Activation Fund

Round 1, Stream 1: Project Activation Studies

Agency/Division Mining, Exploration & Geoscience

Grantee

SAMPLE



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SAMPLE

Details

Department	Name	The Crown in right of the State of New South Wales acting through Regional NSW (ABN 19 948 325 463)
	Agency/ Division	Mining, Exploration & Geoscience
	Address	Click here to enter text.
Department Authorised Officer <i>(refer to clause 23 - Notices)</i>	Name	Click here to enter text.
	Position	Click here to enter text.
	Address	Click here to enter text.
	Telephone	Click here to enter text.
	Mobile	Click here to enter text.
	E-mail	Click here to enter text.
Grantee ('You')	Name	Click here to enter text.
	Address	Click here to enter text.
	ABN	Click here to enter text.
Your Authorised Officer <i>(refer to clause 23- Notices)</i>	Name	Click here to enter text.
	Position	Click here to enter text.
	Address	Click here to enter text.
	Telephone	Click here to enter text.
	Mobile	Click here to enter text.
	E-mail	Click here to enter text.
Study	[insert name of study] , as more particularly described in Schedule A- Study Plan.	
Grant	A maximum total amount of Click here to enter total amount of Grant (GST exclusive) payable in instalments.	
Your Contribution (if applicable)	A total amount of \$ [insert] (GST exclusive) payable as set out in Schedule A – Study Plan.	
Commencement Date <i>(refer to clause 2 - Term)</i>	The date on which the last party signs this deed.	
Email address for invoices	Click here to enter text.	

Additional Insurance Policies (refer to clause 16 – Insurance)

Types of Insurances	Minimum Sum Insured	Tick if Required
Professional Indemnity	\$ 1 million in respect of any one claim	✓

Special Conditions

SC1. Consortium

If you are the lead applicant for a consortium which applied for the Grant, you warrant that you have an agreement in place with the other consortium members setting out the members' roles and responsibilities in relation to the Study. You remain solely responsible for the performance of the Study and compliance with the terms and conditions of this Deed.

Background

- A. Investment into the Critical Minerals and high-tech metals sector represents an opportunity for the NSW mining sector to engage in the rapidly expanding global market and provide a boost to regional economies.
- B. The Critical Minerals and High-Tech Metals Activation Fund will provide grants to support the industry and research institutions to undertake studies to progress projects and reduce the risk for future investment.
- C. The Critical Minerals and High Tech Metals Activation Fund will see an investment of \$130 million into the sector.
- D. Round 1, Stream 1 focuses on funding studies which are needed to activate or scale-up projects the Critical Minerals and High-Tech metals sector.

Terms and Conditions

Definitions and Term

1. Interpretation and Definitions

1.1. Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (d) specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Deed is to be interpreted against a party solely on the grounds that the party put forward this Deed or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2. Definitions

Activity means the activity(s) described in **Schedule A – Study Plan**, which aim to fulfil one or more of the Objectives of the Study.

Activity Period means the period specified in **Schedule A – Study Plan** during which the Activity must be completed.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Capital Equipment means any item of tangible property, purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, which has at that time a value of over \$5,000 inclusive of GST, but does not include Study Material.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential
- (b) a party has designated as confidential;

- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from information described in paragraph (a), (b) or (c) above,

but does not include information that:

- (a) is in the public domain; or
- (b) a party receiving the information independently knows or develops other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

Correctly Rendered Invoice means an invoice that:

- (a) sets out your contact details including ABN
- (b) specifies the amount to be paid, and whether or not this includes GST;
- (c) identifies this Deed and any Milestones to which the payment applies; and
- (d) is sent to the email address specified in the Details or otherwise notified by the Department.

Deed means this funding deed document and includes the Details, Terms, **Schedule A – Study Plan** and any other schedules, annexures or other documents cross-referenced in this deed.

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

Instalments means those parts of the Grant which the Department pays to you in the amounts and on the dates set out in **Schedule A**.

Intellectual Property or IP includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include moral rights as defined in the *Copyright Act 1968* (Cth).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Deed.

Objectives means the objectives of the Activities described in **Schedule A – Study Plan**, which are the agreed results you must achieve and ensure your subcontractors achieve.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Study Material means material created as part of or in performance of the Study including any documents or data.

2. Term

- 2.1. This Deed will commence on the Commencement Date.
- 2.2. Unless terminated earlier, this Deed will end once you have completed the Study to the Department's satisfaction and the Department has paid all instalments due.

What you must do

3. Your general obligations

3.1. You must:

- (a) ensure the Grant or any Instalment is used only for the approved Study;
- (b) ensure each Activity is completed within the Activity Period in accordance with this Deed;
- (c) comply with the reporting requirements set out in **Schedule B**;
- (d) comply with all Commonwealth, State and Local government laws that are relevant to the Study, this Deed, or your registration as an entity;
- (e) comply with all policies, guidelines and reasonable directions the Department provides to you; and
- (f) complete the Activities within 18 months of the commencement of this Deed

3.2 If you are required to make a Contribution as specified in the Details, you must make your Contribution in the amounts and within the timeframes set out in **Schedule A**.

4. No overlap with other funding

4.1. You agree that there must be no overlap between the Activities funded under this Deed and activities covered by any other funding arrangements you have entered into, or that you may enter subsequently.

4.2. You agree to:

- (a) notify the Department immediately of any existing or proposed funding arrangement that concerns the Study, the Activities or any related matters (**Related Funding**); and
- (b) cooperate with the Department and the provider of the Related Funding to ensure that there is a clear distinction between the Activities funded by this Deed and the activities you are required to carry out under the Related Funding deed.

About the Grant

5. Paying the Grant

5.1. The Department will pay the Instalments as set out in **Schedule A** on condition that:

- (a) the Department receives a Correctly Rendered Invoice from you that clearly identifies the Instalment you are claiming;
- (b) you have provided the Department with the evidence of compliance required under clause 9 and the Schedule(s) showing that you have performed the Activities at the times set out in the Schedules; and
- (c) the Activities have been performed to the satisfaction of the Department.

5.2. Notwithstanding clause 5.1, if the Department pays you an Instalment, this does not constitute an admission that the performance of the Study is in conformity with this Deed and no payment will be deemed to release you from your obligations under this Deed.

6. Withholding, Suspension, Changes to Instalments and Repayment

- 6.1. The Department may change the amount of the Instalment by issuing you with a Notice setting out the details of the changes.
- 6.2. If you are not complying with this Deed the Department may withhold or suspend payment of an Instalment until you comply with your obligations to the Department's satisfaction.
- 6.3. If the Department withholds or suspends an Instalment you must continue to perform your obligations under this Deed.
- 6.4. You must repay within 28 days of a demand being sent:
 - (a) any Instalment spent in breach of this Deed;
 - (b) all unspent Instalments;
 - (c) any overpayment
 - (d) any interest earned on any Instalment required to be repaid.
- 6.5. Where you have failed to comply with this Deed, the Department will calculate the amount of repayment you must make in proportion with the extent to which you have failed to complete the Activities of the Study.
- 6.6. The Department may set off the amount of any overpayment or claim for repayment against any future Instalment due.
- 6.7. Any repayment the Department claims from you under this clause 6 will be a debt due and owing by you to the Department.

7. Study costs

- 7.1. The Grant is the maximum amount to be paid under the Fund for the Study and you agree that:
 - (a) you have prepared or reviewed the Activities and costs estimate for the Study before you signed this Deed; and
 - (b) you are responsible for any costs that exceed the Grant for the Study (whether you expected to incur such costs or not at any time before or after you signed this Deed) and you must obtain any additional funding necessary to carry out the Study.
- 7.2. You must ensure no more than 15% of the Grant is applied or used to recover administrative or contingency costs which you incur in respect of the Study.
- 7.3. Where the actual cost of the Study is less than the Grant:
 - (a) you must notify the Department of any unspent Grant before the end of the Study;
 - (b) the Department may reduce the final Instalment to reflect the actual cost incurred to deliver the Study; and
 - (c) you must return to the Department all Grant money paid to you that exceeds the actual cost of carrying out the Study (including any interest earned on such funds) within 28 days after completion of the Study (or termination of the Deed).

8. GST

- 8.1. Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- 8.2. If:
 - (a) despite any other provision of this Deed, GST is imposed on a supply you make to the Department under this Deed; and
 - (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
 - (c) the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.
- 8.3. If you are not registered under the GST Law you will not be entitled to receive any additional amount as provided under this clause 8.
- 8.4. If for any reason the Department pays you an amount under this clause 8 which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.

Material and Information

9. Reporting Requirements

- 9.1. You agree to provide the Department with written progress Reports at the times and containing the information specified in **Schedule B – Reporting Requirements** (“Progress Reports”).
- 9.2. You must also provide any other information the Department reasonably requires from time to time concerning the Study.
- 9.3. If any Progress Report contains information confidential to you, you should mark the relevant parts of the Report accordingly.
- 9.4. You must provide financial statements of income and expenditure in respect of the Grant (‘the Statements’) to the Department within 60 Business Days after:
 - (a) completion of the Activity or any termination of this Deed, whichever is the earliest; and
 - (b) the completion of each Financial Year in which a Grant is made.
- 9.5. The Statements must include a definitive statement as to whether:
 - (a) the financial information for the Study represents the financial transactions fairly and is based on proper accounts and records; and
 - (b) the Grant was expended for the Study and in accordance with this Deed.
- 9.6. You must keep financial accounts and records relating to the Study so as to enable:
 - (a) all receipts and payments related to the Study to be identified in your accounts and reported in accordance with this Deed;
 - (b) unless notified by the Department, the preparation of financial statements in accordance with Australian Accounting Standards; and

- (c) generation of an income and expenditure statement for each financial year of the Study with the Budget, including:
- i. a schedule of the Capital Equipment acquired, sold, written-off or otherwise disposed of during each financial year; and
 - ii. a comparison of the income and expenditure in each financial year against the Budget; and
 - iii. the audit of those records in accordance with Australian Auditing Standards.

10. Evaluation

10.1 You will be required to participate in an evaluation. This includes the completion of surveys administered by the Department from time to time, collecting and reporting on outcomes data in your Progress Reports and participating in evaluation research including with third parties contracted by the Department.

11. Intellectual Property

11.1. Intellectual Property in all Study Material vests in you, unless otherwise stated in the Special Conditions.

12. Confidential Information

12.1. Each party must maintain the confidentiality of all Confidential Information it receives from the other party, including the amount of the Grant (subject to clause 14.2) unless otherwise agreed in writing.

13. Privacy

13.1. You will:

- (a) ensure that Personal Information that is provided by the Department or collected by you under or in connection with this Deed is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
- (b) not disclose any Personal Information without the written consent of:
 - i. the individual to whom the Personal Information relates; or
 - ii. the Department,unless otherwise required or authorised by law;
- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the Privacy and Personal Information Protection Act 1998 (NSW) when doing any act or engaging in any practice in relation to Personal Information as if you were an agency directly subject to that Act; and
- (d) include equivalent requirements regarding Personal Information (including this clause 13) in any subcontract entered into for the provision of any of the Activities under this Deed.

14. Public Announcements and Acknowledgement

14.1. You must:

- (a) seek the consent of the Department prior to any public announcement about the Study;

- (b) acknowledge the support of the Department, as directed by the Department from time to time:
- i. in any public statements about the Study;
 - ii. on the home page of any web site established in connection with the Study;
 - iii. on any equipment or other facility funded wholly or in part by the Department;
- (c) You must acknowledge the Department's support of the Study and comply with the applicable NSW Government Guidelines, including the [Sponsorship and Funding Acknowledgement site](#).

14.2. The Department may publish the title and brief description, including outcomes, of the Study and the amount of the Grant.

15. Disclosure of Information

15.1. You acknowledge that, under the *Government Information (Public Access) Act 2009*, the Department may be required to publicly disclose information about this Deed at <https://tenders.nsw.gov.au>. None of the disclosure obligations require the disclosure of:

- (a) the commercial-in-confidence provisions of a contract;
- (b) any matter that could reasonably be expected to affect public safety or security; or
- (c) information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009*.

15.2. You may nominate any items you consider are confidential and why, to assist the Department in determining what items to disclose.

Dealing with Risk

16. Insurance

16.1. You must maintain, during the term of this Deed:

- (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and in the aggregate as to the number of occurrences in the policy period;
- (b) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation; and
- (c) the Additional Insurance Policies listed in the Details for the minimum sum provided.

16.2. If specified as being required in the Details, a professional indemnity insurance policy must be maintained for a period of 7 years from the end of the Deed.

16.3. You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.

16.4. On request by the Department, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.

16.5. Without limitation to **clause 16.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

17. Indemnities

- 17.1. You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (paid or payable including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
- (a) the Grant or the use of any outcomes from the Study;
 - (b) your breach of this Deed;
 - (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;
 - (d) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this Deed;
 - (e) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this Deed; or
 - (f) any act or omission by you, your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.
- 17.2. Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that the Department's negligent or unlawful acts or omissions, or those of its officers, employees or agents contributed to the relevant loss or liability.
- 17.3. Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

18. Covid-19

- 18.1. Both parties acknowledge the uncertainty arising from the COVID-19 pandemic, the measures taken by State and Commonwealth Governments in relation to the pandemic, and the consequential effects on daily activities ("Covid-19 Pandemic").
- 18.2. If either party becomes aware that its ability to comply with any of its obligations on time will be affected by the Covid-19 Pandemic, it must, as soon as possible, give the other party a written notice which sets out:
- (a) the nature and extent of the obligations affected by the Covid-19 Pandemic;
 - (b) the ways in which the Covid-19 Pandemic will affect its ability to perform those obligations; and
 - (c) a proposal that the parties either vary the Deed to mitigate the effects of the Covid-19 Pandemic (for example, to change time frames and/or the scope of Services), or terminate by agreement.
- 18.3. When a party receives a notice under this clause, it must respond to the notice as soon as practicable, and the parties will attempt in good faith to reach agreement promptly to vary or terminate the Deed.

18.4. Despite any other provisions in this Deed, if the Department considers that, as a result of the Covid-19 Pandemic:

- (a) there is likely to be significant delay before you will be able to complete your obligations; or
- (b) the Deed or the Study is no longer viable;

the Department may terminate the Deed by notice, with effect on the date stated in the notice and the consequences will be as set out in **clause 19** (Consequences of termination).

18.5. You release the Department from any claims in respect of termination under this clause.

Terminating and Varying the Deed

19. Termination

19.1. Where a party has breached this Deed:

- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
- (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Deed immediately by giving a further Notice.

19.2. The Department may terminate this Deed by Notice, with effect on the date stated in the Notice, if:

- (a) the Department considers that you have provided intentionally misleading or incorrect information as part of the application for funding or as part of this Deed;
- (b) you breach any of the following provisions: **clause 3.1** (Your General Obligations); **clause 16** (Insurance), **clause 12** (Confidential Information) and **clause 24.10** (Assignment);
- (c) the Department considers the Study no longer viable;
- (d) the Department considers that there has been a material change in circumstances in your financial position, your structure or your identity; or
- (e) you become insolvent, if you are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966*, or if you resolve to go into administration or liquidation or have a summons for your winding up presented to a Court or enter into any scheme of arrangement with your creditors.

19.3. This **clause 19** does not exclude or reduce the rights of a party to terminate the Deed arising by operation of the common law or statute or the other terms of this Deed.

20. Consequences of termination

20.1. On termination or expiry of this Deed:

- (a) accrued rights and obligations are not affected; and
- (b) the Department will pay any Instalments due (after taking into account any Instalments already made prior to that date).

21. Variation

- 21.1. If you wish to vary the Study, including any Activity or other matter set out in **Schedule A** such as:
- (a) changes to the nature of the Study or Activities, Site or revised priorities for the Study; or
 - (b) changes to the timeframe for delivery of the Study, including extensions to completion of Activities,
- you must first make a written request to the Department and provide such information as is reasonably required by the Department.
- 21.2. Following your request for a variation under **clause 21**, the Department will consider whether to approve your request and make a decision in its sole discretion. No variation is approved unless and until the Department approves the variation in writing.
- 21.3. You must advise the Department immediately:
- (a) if you are unable to proceed with the Study; and
 - (b) if the Study has been inactive for a period of 20 Business Days or more.

Other Legal Matters

22. Dispute Resolution

- 22.1. If a dispute arises in relation to this Deed (“a Dispute”), a party must comply with this **clause 22** before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.
- 22.2. A party claiming that a dispute has arisen must notify the other party giving details of the dispute (Dispute Notice) in accordance with the requirements of **clause 23** (Notices).
- 22.3. Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and
 - (b) has authority to negotiate and settle the Dispute.
- 22.4. If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice must refer the Dispute for mediation by the [Australian Disputes Centre Limited](#) (ADC) for resolution in accordance with the mediation rules of the ADC.
- 22.5. If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 22.6. Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.

23. Notices

- 23.1. Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.

- 23.2. The receiving party will be deemed to have received the Notice as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
 - (b) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.
 - (c) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.
- 23.3. Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

24. General

24.1. Survival:

The following clauses survive termination or expiry of this Deed: clause 8 (reporting Requirements), **clause 12** (Confidential Information), **clause 13** (Privacy), **clause 16** (Insurance), **clause 17** (Indemnities), **clause 19** (Termination), **clause 24.3** (Keeping of records), this **clause 24.1** and any other clause which by its nature is intended to survive this Deed.

- 24.2. **Subcontractors:** You remain fully responsible for the performance of the Study if you subcontract the performance of any part of the Study.

24.3. Keeping of records and rights of access to such records:

You:

- (a) must keep complete and accurate records and books of account with respect to your performance of the Services (the "Records"), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;
 - (b) authorise the Department and any State or Commonwealth Government department or agency (the "Auditors") that has provided moneys to the Department for the purposes of the Study to which the Services relate, to examine and inspect, at reasonable times and on reasonable Notice, any Contract Material you hold, and allow any such Records to be copied; and
 - (c) must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.
- 24.4. **Conflict of Interest:** You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed, and you will immediately notify the Department in writing if such a conflict or risk of such a conflict arises.
- 24.5. **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.

24.6. **Severability**

If any clause (or part of any clause) in this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of other clauses of this deed.

24.7. **Inconsistency:** If there is any inconsistency between provisions in this Deed then the order of precedence will be:

- (a) the Details; then
- (b) the Special Conditions; then
- (c) these Terms of Services; then
- (d) any Schedules or attached Annexures.

24.8. **Negation of employment, partnership or agency**

This Deed does not create a relationship of agency, partnership, and/or employment between the parties.

You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

24.9. **Waiver**

If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect.

Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

24.10. **Assignment:** You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.

24.11. **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.

24.12. **Electronic execution:** Each party agrees that the other may execute this Agreement electronically as provided for in the *Electronic Transactions Act 2000*.

24.13. **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Executed as a deed

Department

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Signature of Authorised Signatory	Signature of Witness
Name of Authorised Signatory	Name of Witness
Position of Authorised Signatory	Address of Witness
	Date

You (Company/Organisation)

Signed, Sealed and delivered for on and on behalf of [Click here to enter Company/Organisation name](#) Ltd in accordance with section 127 of the *Corporations Act 2001* by:

Signature of Director(1)	Signature of Director(2)/Company Secretary
Name of Director (1)	Name of Director(2)/Company Secretary
Date	Date

You (Authorised Signatory eg University, Council)

By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of **University name**.

Signed, sealed and delivered for and on behalf of **University name** by its authorised signatory:

Signature of authorised signatory	Signature of Witness
Name of authorised signatory	Name of Witness
Position of authorised signatory	Address of Witness
Date	Date

SAMPLE

Schedule B – Reporting Requirements (refer to **clause 9**)

Example reporting requirements:

1. You must provide to the Department six monthly Activity Progress Reports on the status of all on-going and completed activities for the period to which the report relates, consisting of:
 - (a) a brief description of the activities' objective/s;
 - (b) all activities undertaken during the reporting period;
 - (c) the status of results achieved to date from the Study; and
 - (d) the amount of the funding from the Grant and what has been expended on the activity so far.
2. You must provide a Final Activity Progress Report on completion of all Activities, consisting of the information required in 1 above.
3. The Department may meet with you each quarter, at the Department's discretion, to discuss progress on the Study.
4. The Department may undertake site visits from time to time to ascertain progress of the activities on providing reasonable notice to you.