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Free Trade Agreement Market Entry Grant Funding Agreement in relation to ## Project

The Commonwealth of Australia as represented by the Australian Trade and
Investment Commission ABN 11 764 698 227 (Austrade)

and

##

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Funding Agreement

This Funding Agreement is made between and binds the following parties:

1. The Commonwealth of Australia (Commonwealth) represented by and acting through the Australian Trade and Investment Commission ABN 11 764 698 227 (**Austrade**)

AND

2. **## [insert name, ABN/ARBN or equivalent and address]** (Recipient)

Background

- A. Austrade is responsible for the delivery of the Program.
- B. The Activity will help achieve the objectives of the Program.
- C. The Commonwealth is required by law to ensure accountability for the Funding and accordingly the Recipient is required to be accountable for all Funding received.
- D. Austrade has agreed to provide Funding to the Recipient to support the carrying out of the Activity.
- E. The Recipient agrees to accept the Funding for the Activity, which is subject to the terms and conditions set out in this Agreement.

The Parties Agree

1. Interpretation

1.1 Definitions

In this Agreement, unless the context indicates otherwise:

Activity means the activity described at item 4 of Schedule 1, which aims to fulfil one or more of the Program Objectives and includes the provision of Activity Material.

Activity Generated Income means any income earned or generated by the Recipient from its use of the Funding.

Activity Material means any Material:

- (a) created for the purpose of this Agreement;
- (b) provided or required to be provided to Austrade under the Agreement; or
- (c) derived at any time from the Material referred to in paragraphs (a) or (b).

Ad-hoc Report means the Ad-hoc reports (if any) required under clause 7.1.

Agreement means this document and includes any Schedules and Annexures.

Annexure means any annexure to Schedules 1 to 5.

Auditor-General means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office.

Austrade means the Commonwealth represented by and acting through the Australian Trade and Investment Commission (Austrade) and includes, where the context permits officers, delegates, employees and agents, and successors of Austrade.

Austrade Confidential Information means:

- (a) information which by its nature is confidential; or
- (b) information identified by Austrade as confidential; and
- (c) includes the Commonwealth Material,

but excludes:

- (d) information that is already or becomes independently known to the Recipient; or
- (e) information already in the public domain.

Austrade Contact means the Austrade contact person specified at item 7 of Schedule 1.

Budget means a budget for expenditure of the Funding and the Recipient Contributions for the purposes of conducting the Activity or performing obligations under this Agreement, as stipulated at section 2 of Schedule 2.

Business Day means any day other than a Saturday, Sunday, or national public holiday (which is a Commonwealth public service holiday throughout Australia as promulgated in the Commonwealth of Australia Gazettes);

Commencement Date means the date that this Agreement is executed by both parties to this Agreement as specified in the Term at item 1 of Schedule 1.

Commonwealth Material means any Material:

- (a) provided by Austrade to the Recipient for the purposes of this Agreement; or
- (b) derived at any time from the Material referred to in paragraph (a); and does not include Activity Material.

Confidential Information means Austrade Confidential Information.

Deliverable means the deliverables listed in column 1 of section 1 of Schedule 2.

End Date means the date that the Agreement expires as specified at item 1 in the Term in Schedule 1.

Existing Material means all Material in existence prior to the date of this Agreement:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of, the Activity Material.

Final Report means the final report required under clause 7.1.

Financial Report means the financial reports required under clause 7.2.

Financial Year means each period from 1 July to the following 30 June occurring during the Term, or any part of such a period occurring at the beginning or end of the Term.

Funding means the Funding described in column 3 of section 1 of Schedule 2 and includes Activity Generated Income.

GST has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights includes:

- (a) all copyright (including rights in relation to phonograms and broadcasts);
- (b) all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

but does not include:

- (d) Moral Rights;
- (e) the rights of performers; or
- (f) rights in relation to Confidential Information.

Material means anything in relation to which Intellectual Property Rights arise.

Milestone means a stage of completion of the Activity as set out in column 1 of section 1 of Schedule 2.

Milestone Report means the milestone reports required under clause 7.1.

Moral Rights includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed.

Personnel means a party's officers, employees, agents, contractor staff or professional advisers engaged in, or in relation to, the performance or management of this Agreement.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Commissioner means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office.

Program means the part of Austrade's operations specified at item 2 of Schedule 1 under which Austrade is able to provide the Funding to the Recipient.

Program Objectives means the Program objectives, if any, identified at item 3 of Schedule 1 to be achieved in accordance with the laws and policies of the Commonwealth and the Free Trade Agreement Market Entry Grant Guidelines.

Recipient is as detailed at the commencement of this Agreement and includes, where appropriate, the officers, employees, agents, volunteers and subcontractors, and successors of the Recipient.

Recipient Contact means the Recipient contact person specified at item 6 of Schedule 1.

Recipient Contributions means the financial contributions or in-kind contributions, other than the Funding, which are specified in column 1 and 3 of Schedule 3 and are used by the Recipient to perform the Activity.

Risk Plan means the risk plan required under clause 7.1.

Schedule means a schedule to this Agreement and may include Annexures and incorporate other documents by reference.

Specified Acts means any of the following classes or types of acts or omissions by or on behalf of Austrade:

- (a) using, reproducing, adapting or exploiting all or any part of the Activity Material, with or without attribution of authorship;
- (b) supplementing the Activity Material with any other Material; or
- (c) using the Activity Material in a different context to that originally envisaged, but does not include false attribution of authorship.

Term means the period specified at item 1 of Schedule 1.

Timeframe means the due dates for the Deliverables and Milestones specified in column 2 of Schedule 2.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (c) words importing a person include a partnership and a body whether corporate or otherwise;
- (d) a reference to dollars is a reference to Australian dollars;
- (e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (f) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (g) the Schedules and any attachments form part of the Agreement;

- (h) if any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedules (and attachments if any), the terms and conditions of the clauses prevail;
- (i) if any conflict arises between any part of the Schedules and any part of an attachment, the Schedule prevails; and
- (j) a reference to a Schedule (or an attachment), is a reference to a Schedule (or an attachment) to the Agreement, including as amended or replaced from time to time by agreement in writing between the parties.

1.3 Duration of Term

This Agreement is in effect for the Term.

1.4 Debt

The Recipient will pay any amount owed or payable to Austrade or which Austrade is entitled to recover from the Recipient, under this Agreement, without prejudice to any other rights available to Austrade under the Agreement, under statute, at law or in equity, at the discretion of Austrade, as a debt due to Austrade by the Recipient without further proof of the debt by Austrade being necessary.

2. Activity

2.1 Conduct of Activity

2.1.1 The Recipient must carry out the Activity:

- (a) to achieve the Program Objectives;
- (b) to meet the Milestones and provide the Deliverables within the Timeframes;
- (c) in accordance with this Agreement;
- (d) in accordance with all representations and warranties made as part of the Recipient's application for Funding, to the extent that these are not inconsistent with this Agreement; and
- (e) diligently, effectively and to a high professional standard.

2.1.2 Where Austrade is satisfied that:

- (a) the Recipient fails to meet any of the requirements in clause 2.1.1;
- (b) the Recipient does not have the capacity to adequately manage the Funding;
- (c) the Recipient does not have the capacity to adequately undertake the Activity in accordance with this Agreement;
- (d) the Recipient is no longer an eligible applicant within the meaning of the Free Trade Agreement Market Entry Grant Guidelines; or
- (e) the Recipient's project no longer meets the eligibility criteria within the meaning of the Free Trade Agreement Market Entry Grant Guidelines,

Austrade may by written notice immediately:

- (f) suspend, reduce or cease the release of Funding to the Recipient; and/or
- (g) require the Recipient to refund some or all of the Funding to Austrade; and/or
- (h) terminate the Agreement in accordance with clause 15.2 of this Agreement.

2.2 Liaison and Monitoring

2.2.1 The Austrade Contact and Recipient Contact have authority to receive and sign notices and written communications for the relevant party under this Agreement and accept any request or direction in relation to the Activity.

2.2.2 The Recipient must:

- (a) liaise with and provide information to Austrade as reasonably notified by Austrade; and
- (b) comply with all of Austrade's reasonable requests, directions, or monitoring requirements.

2.3 Subcontractors

2.3.1 The Recipient must not subcontract the performance of any obligations under this Agreement without Austrade's prior written approval. In giving written approval, Austrade may do so on such terms and conditions as Austrade thinks fit.

2.3.2 The Recipient is fully responsible for the performance of the Recipient's obligations under this Agreement regardless of whether the Recipient has subcontracted any of its obligations.

2.4 Review

The Recipient must:

- (a) provide all reasonable assistance required by Austrade;
- (b) respond to all of Austrade's reasonable requests; and
- (c) provide any information Austrade reasonably requires, in relation to conducting a review or evaluation of the Program.

3. Payment

3.1 Making of Payment

3.1.1 Austrade must provide the Recipient with the Funding subject to:

- (a) sufficient funds being available for the Program;
- (b) compliance by the Recipient with this Agreement; and
- (c) clause 3.1.5;

at the times and in the manner specified in column 2 of Schedule 2, upon receipt of a correctly rendered tax invoice.

- 3.1.2 Without limiting Austrade's rights, Austrade may suspend any payment in whole or in part until the Recipient has performed its obligations under this Agreement.
- 3.1.3 For the purposes of this clause 3, a correctly rendered tax invoice is one that satisfies the following requirements:
- (a) the invoice is correctly addressed to the Austrade Contact;
 - (b) the invoice complies with the requirements of clause 5;
 - (c) the invoice includes the following information:
 - (i) the Recipient's ABN/ARBN or local equivalent;
 - (ii) title of the Activity (or part thereof), or reference to this Agreement;
 - (iii) the funding agreement number as described in item 8 of Schedule 1;
 - (iv) the name of the Austrade Contact;
 - (v) an outline of the whole or part of the Activity performed (as the case may be); and
 - (vi) the timeframe in which the whole or part of the Activity was performed (as the case may be);
 - (d) the invoice is properly payable under this Agreement and accurately reflects the whole or part of the Activity performed (as the case may be);
 - (e) the invoice clearly identifies the amount of Funding claimed (including any GST, if applicable, as a separate item);
 - (f) the invoice is correctly calculated and provides the calculation for the whole or each part of the Activity (as the case may be);
 - (g) the invoice is accompanied by certification as to the correctness of substantiating the amount claimed as Austrade may reasonably require; and
 - (h) the invoice is otherwise submitted with details and in the manner directed by Austrade from time to time.
- 3.1.4 Austrade is not required to provide payment to the Recipient in response to the final invoice due under this Agreement unless the Recipient has provided Austrade with all reports due in accordance with this Agreement and has otherwise complied with all of the Recipient's obligations under this Agreement.
- 3.1.5 Subject to this clause 3, following receipt of a correctly rendered invoice Austrade will effect payment of amounts claimed in that invoice by electronic funds transfer:
- (a) if any reports are due in accordance with this Agreement for the relevant amount claimed, within 30 days from Austrade accepting the report in accordance with clause 7.3; or
 - (b) if no reports are due for the relevant amount claimed in a correctly rendered invoice, within 30 days of receipt of a correctly rendered invoice.

3.2 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Recipient, as the case may be, and, without limiting recourse to other available means, may be offset against the amount subsequently due by Austrade to the Recipient or recovered as a debt due to Austrade.

3.3 Set-off

Austrade may, at its election, set-off against any part of the Funding any monies owed to it by the Recipient.

4. Management of Funding

4.1 Use of Funding

- 4.1.1 The Recipient must spend the Funding only for the Activity in accordance with this Agreement.
- 4.1.2 The Recipient must do all things necessary to ensure that all payments from the Funding that the Recipient makes to third parties (including subcontractors) are correctly made and properly authorised and that the Recipient maintains proper and diligent control over the incurring of all liabilities.
- 4.1.3 The Recipient must identify the receipt and expenditure of the Funding separately within the Recipient's accounts and records so that at all times the Funding is identifiable.
- 4.1.4 If the Recipient fails to provide records of expenditure of the Funding to Austrade when required, Austrade may at its discretion determine that an item of expenditure is not eligible for Funding, or require the Recipient to refund the relevant Funding amount as set out in clause 4.4 below.

4.2 Financial Records

The Recipient must keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported in accordance with this Agreement.

4.3 Use as security

Except with the prior written approval of Austrade, the Recipient must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of, any litigation:

- 4.3.1 the Funding;
- 4.3.2 this Agreement or any of Austrade's obligations under the Agreement; or
- 4.3.3 Intellectual Property Rights in Activity Material.

4.4 Refunds

If, at any time, Austrade determines that:

- (a) there remains an amount of Funding that has not been spent or legally committed for expenditure in accordance with the Agreement; or

- (b) Funding has not been spent in accordance with the Agreement, then at the discretion of Austrade, the Recipient agrees to refund this amount to Austrade. This amount must be refunded within 20 Business Days of a notice from Austrade, dealt with as notified by Austrade, or Austrade may reduce further payments of Funding to the Recipient by up to this amount.

4.5 Budget

- 4.5.1 Subject to clause 4.5.2, the Recipient must only spend the Funding in accordance with the Budget.
- 4.5.2 Where Funding is attributed to the travel category within the Budget the Recipient is restricted to the use of economy class airfares.
- 4.5.3 The Recipient must not transfer Funding between categories of expenditure items within the Budget in excess of 20 per cent of the total budget without requesting permission from Austrade in writing.

4.6 No Additional Funding

Austrade is not responsible for the provision of additional money to meet any expenditure in excess of the Funding.

5. Taxes, Duties and Government Charges

- 5.1 Unless otherwise indicated, the Recipient agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement. However, if any such tax, duty or government charge, which was not reasonably known to the Recipient on the date of this Agreement, has a material effect on the Recipient's ability to carry out the Activity, the parties agree to renegotiate the scope of the Activity in good faith, having regard to the effect of the tax, duty or government charge.
- 5.2 Unless otherwise indicated, any consideration for a supply made under this Agreement is exclusive of any GST imposed on the supply.
- 5.3 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient will pay without set-off an additional amount to the supplier equal to the GST imposed on the supply in question.
- 5.4 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

6. Recipient Contributions

6.1 Recipient Contributions

- 6.1.1 The Recipient must provide explicitly identified Recipient Contributions for the Activity.
- 6.1.2 If the Recipient does not provide the Recipient Contributions or provide them in time to enable completion of the Activity, then Austrade may:
- (a) suspend payment of the Funding or an instalment of the Funding (as the case may be) until the Recipient Contributions are provided; or

- (b) terminate this Agreement in accordance with clause 15.2.

7. Reporting

7.1 Reports

7.1.1 The Recipient must provide:

- (a) Milestone Reports;
- (b) Completed Surveys;
- (c) Ad-hoc Reports;
- (d) Risk Plan; and
- (e) Final Report,

as described in and in accordance with the timeframes in Schedule 2 and the content requirements in Schedule 4 of this Agreement.

7.2 Financial Reports

7.2.1 Within 7 Business Days after the End Date, completion of the Activity or the termination of this Agreement, whichever is the earlier, the Recipient must provide to Austrade the completed progressive Milestone Expenditure Report (MER).

7.3 Acceptance of Reports

7.3.1 Any report required by this clause 7 may be accepted or rejected by Austrade, acting reasonably.

7.3.2 If Austrade decides to reject any report submitted by the Recipient, it must notify the Recipient of this decision, and the reasons for its decision within 10 Business Days.

7.3.3 Upon notice of rejection in accordance with clause 7.3.2, the Recipient must submit an amended report to Austrade, addressing all outstanding issues identified by Austrade.

7.3.4 If the amended report submitted by the Recipient under clause 7.3.3 is not accepted by Austrade within 10 Business Days from receipt of that amended report, the provisions of clause 14 will apply to resolve the disputed matters relating to the report.

7.4 Progress payments against Milestones

Subject to clause 3, each progress payment against Milestones will be made based on eligible expenditure incurred, the satisfactory completion of Milestones and the provision of appropriate evidence as set out in this Agreement and in particular Schedule 4.

8. Commonwealth Material

8.1 Ownership

Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Austrade but Austrade grants the Recipient a licence

to use, reproduce, adapt and exploit that Material only for the purposes of this Agreement and in accordance with any conditions or restrictions Austrade may notify to the Recipient.

9. Intellectual Property

9.1 Ownership

9.1.1 Subject to this clause 9, Intellectual Property Rights in Activity Material vest immediately in the Recipient.

9.1.2 Clause 9.1.1 does not affect the position between the Recipient and a third party.

9.2 Licence of Activity Material

The Recipient grants to Austrade a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, adapt and exploit Intellectual Property Rights in the Activity Material for any purpose.

9.3 Licence of Existing Material

This clause 9 does not affect the ownership of any Intellectual Property Rights in any Existing Material. The Recipient, however, agrees to grant to Austrade or procure a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material in conjunction with the Activity Material.

9.4 Dealing with Intellectual Property Rights

The Recipient:

- (a) agrees, if requested by Austrade to do so, to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 9; and
- (b) warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Activity Material and the Existing Material in accordance with this clause 9.

9.5 Consent to Specified Acts

9.5.1 Where the Recipient is a natural person and the author of the Activity Material, the Recipient consents to the performance of the Specified Acts by Austrade or any person claiming under or through Austrade and must comply with clauses 9.5.2(b) and 9.5.2(c).

9.5.2 In any other case, the Recipient agrees:

- (a) to obtain from each author of any Activity Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by Austrade or any person claiming under or through Austrade;
- (b) to obtain from each author of any Existing Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Austrade's benefit in relation to Austrade's licensed use of such material; and
- (c) upon request, to provide the executed original of each such consent to Austrade.

9.6 Documentation outlining use

- 9.6.1 The Recipient agrees to provide Austrade with documentation outlining:
- (a) how Intellectual Property Rights relating to the Activity will be apportioned and managed among members of any partnership entered into by the Recipient (if any); and
 - (b) proposed arrangements for use by Austrade of Intellectual Property Rights in promoting outcomes of the Program, for review and endorsement by Austrade.

10. Confidential Information

10.1 Confidential Information Not to be Disclosed

Subject to clause 10.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party, including any subcontractors.

10.2 Written Undertakings

A party may at any time require the other party to arrange for the other party's Personnel to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first party's Confidential Information.

10.3 Exceptions to Obligations

- 10.3.1 The obligations on the parties under this clause 10 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
 - (b) is disclosed to a party's internal management Personnel, solely to enable effective management or auditing of Agreement-related activities;
 - (c) is disclosed by Austrade to the responsible Minister or Assistant Minister;
 - (d) is disclosed by Austrade in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by Austrade within Austrade's organisation, or with a Department, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed; or
 - (g) is in the public domain otherwise than due to a breach of this clause 10.
- 10.3.2 Where a party discloses Confidential Information to another person pursuant to clauses 10.3.1(a) - 10.3.1(e), the disclosing party must notify the receiving person that the information is confidential.
- 10.3.3 In the circumstances referred to in clauses 10.3.1(a), 10.3.1(b) and 10.3.1(e), the disclosing party agrees not to provide the information unless the receiving person agrees to keep the information confidential.

10.3.4 The Recipient must secure all of Austrade's Confidential Information against loss and unauthorised access, use, modification or disclosure.

10.4 Period of Confidentiality

The obligations under this clause 10 will continue after expiry or termination of this Agreement.

10.5 No Reduction in Privacy Obligations

This clause 10 does not detract from any of the Recipient's obligations under the Privacy Act or under clause 11, in relation to the protection of Personal Information (as defined in clause 11.1.1).

11. Privacy

11.1 Interpretation and Application of Clause

11.1.1 In this clause 11:

- (a) **Australian Privacy Principle** has the same meaning as it has in the Privacy Act; and
- (b) **Personal Information** has the same meaning as it has in the Privacy Act.

11.1.2 This clause applies only where the Recipient deals with Personal Information when, and for the purpose of, conducting the Activity.

11.2 Obligations of Recipient in Relation to Privacy

11.2.1 The Recipient must, in conducting the Activity:

- (a) not do any act or engage in any practice which, if done or engaged in by Austrade, would be a breach of an Australian Privacy Principle; and
- (b) comply with any directions, guidelines, determinations or recommendations of Austrade, to the extent that they are consistent with the Australian Privacy Principles.

11.2.2 The Recipient must notify Austrade immediately if it becomes aware of:

- (a) a breach or possible breach of any of its obligations under this clause 11; or
- (b) any unauthorised access or attempted unauthorised access to Personal Information held by the Recipient in relation to this Agreement.

12. Acknowledgement and Publicity

12.1 Review of Material

12.1.1 Subject to clause 12.1.4, the Recipient must not publish, produce or provide any Material until:

- (a) the Recipient has provided a copy of the draft Material to Austrade; and

- (b) Austrade reviews the draft Material for consistency with Commonwealth policy and accuracy and notifies the Recipient that the draft Material is acceptable to Austrade within 10 Business Days.

12.1.2 If Austrade requests any changes to the draft Material, the Recipient must take reasonable steps to amend the draft Material to address the issues raised by Austrade, and resubmit that draft Material to Austrade for review in accordance with clause 12.1.

12.1.3 Austrade may notify the Recipient that the Recipient is not required to submit part of or all draft Material developed for the Activity as Austrade sees fit from time to time during the Term.

12.1.4 Nothing in this clause 12.1 affects any of Austrade's rights or obligations under this Agreement and Austrade does not accept responsibility for, or provide any warranty in relation to the accuracy of, the information or advice contained in any draft Material that it reviews.

12.1.5 Without limiting any of the requirements of this clause 12, the Recipient must obtain written consent from Austrade prior to commencing any proposed public activity or making any public announcement relating to the Activity.

12.2 Acknowledgement of Support

12.2.1 Unless or until notified by Austrade, the Recipient must, in all publications, promotional and advertising materials, public announcements and activities by the Recipient or on the Recipient's behalf in relation to the Activity, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support the Recipient has received from Austrade, in the manner set out in this clause 12 or as otherwise approved by Austrade prior to its use.

12.2.2 The Recipient must acknowledge the provision of the Funding by Austrade by use of the Australia Unlimited logo or if the Recipient is an education institution by use of the Future Unlimited logo and in the following statement:

"This Activity received funding from Austrade as part of the Free Trade Agreement Market Entry Grant Program."

12.2.3 All Activity Material published by the Recipient with the Australia Unlimited logo must contain the following disclaimer:

"The views expressed herein are not necessarily the views of the Commonwealth of Australia, and the Commonwealth does not accept responsibility for any information or advice contained herein."

12.3 Right to Publicise Funding

12.3.1 Austrade reserves the right to publicise and report on the awarding of Funding to the Recipient. Austrade may do (but is not limited to doing) this by including the Recipient's name, the amount of the Funding given to the Recipient, the title and a brief description of the Activity and its location and postcode (where applicable) on its website, in media releases, general announcements about the Funding, annual reports or through any other means as determined by Austrade.

12.3.2 Nothing in this clause 12.3 limits or derogates from the Recipient's obligations under clauses 10 and 11.

13. Indemnity

13.1 Meaning of 'fault'

In this clause 13, 'fault' means any negligent or unlawful act or omission, or wilful misconduct.

13.2 General Indemnity

The Recipient indemnifies (and agrees to keep indemnified) Austrade against any:

- (a) cost or liability incurred by Austrade or Austrade's Personnel;
- (b) loss of or damage to property of Austrade; or
- (c) loss or expense incurred by Austrade in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Austrade

arising from:

- (d) any act or omission by the Recipient and includes acts and omissions of the Recipient's subcontractors or their personnel in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
- (e) any breach by the Recipient of the Agreement; or
- (f) the use by Austrade of the Activity Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in the Activity Material or Existing Material.

13.3 Reduction of Scope

The Recipient's liability to indemnify Austrade under this clause 13 will be reduced proportionally to the extent that any act or omission involving fault on the part of Austrade or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

13.4 Preservation of Other Rights

The right of Austrade to be indemnified under this clause 13 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but Austrade is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

14. Dispute Resolution

14.1 Procedure for Dispute Resolution

The parties agree that a dispute arising under this Agreement will be dealt with as follows:

- (a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- (b) within 5 Business Days each party will nominate a representative not having any prior involvement in the dispute;

- (c) the representatives will try to settle the dispute by direct negotiation between them;
- (d) failing settlement within a further 10 Business Days, the parties may agree to refer the dispute to an independent third person with power:
 - (i) to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - (ii) to mediate and recommend some form of non-binding resolution;
- (e) the parties will co-operate fully with any process instigated under clause (d) in order to achieve a speedy resolution; and
- (f) if a resolution is not reached within a further 20 Business Days, either party may commence legal proceedings.

14.2 Costs

Each party will bear its own costs of complying with this clause 14 and the parties will bear equally the cost of any third person engaged under clause 14.1(d).

14.3 Application of Clause

This clause 14 does not apply to:

- (a) legal proceedings by either party for urgent interlocutory relief; or
- (b) action by Austrade under or purportedly under clauses 3, 4, 15 or 18.1.

14.4 Performance of Obligations

Despite the existence of a dispute, the Recipient will (unless requested in writing by Austrade not to do so) continue to perform the Recipient's obligations under this Agreement.

15. Termination or Reduction in Scope of Agreement

15.1 Termination for Convenience

15.1.1 Austrade may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Agreement immediately.

15.1.2 The Recipient must, on receipt of a notice of termination or reduction:

- (a) stop or reduce the performance of the Recipient's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination or reduction;
- (c) continue work on any part of the Activity not affected by the notice; and
- (d) immediately return to Austrade any Funding in accordance with clause 15.1.3(d), or deal with any such Funding as directed by Austrade.

15.1.3 In the event of termination under clause 15.1.1, Austrade:

- (a) will be liable only for payments due and owing to the Recipient under the payment provisions of the Agreement as at the date of the notice;
- (b) will be liable to reimburse any reasonable costs incurred by the Recipient and directly attributable to the termination of the Agreement;
- (c) will not be liable to pay amounts under 15.1.3(a) and 15.1.3(b) which would, added to any payments already paid to the Recipient under this Agreement, together exceed the Funding set out in section 1 of Schedule 2;
- (d) will be entitled to recover from the Recipient any part of the Funding which:
 - (i) has not been legally committed for expenditure by the Recipient in accordance with the Agreement and payable by the Recipient as a current liability by the date that the notice of termination is received; or
 - (ii) has not, in Austrade's opinion, been spent by the Recipient in accordance with the Agreement.

15.1.4 In the event of a reduction in the scope of the Agreement under clause 15.1.1, Austrade's liability to pay any part of the Funding will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Activity.

15.1.5 Austrade's liability to pay any compensation under or in relation to this clause 15.1 is subject to:

- (a) the Recipient's compliance with this clause 15.1; and
- (b) the Recipient's substantiation of any amount claimed under clause 15.1.3(b).

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

15.2 Termination for Fault

15.2.1 Austrade may by notice terminate this Agreement immediately (but without prejudice to any right of action or remedy which either party has or may have) if:

- (a) the Recipient fails to fulfil, or is in breach of any of its obligations under this Agreement, and Austrade considers that this failure or breach is not capable of remedy;
- (b) the Recipient fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 20 Business Days of receiving a notice from Austrade to do so;
- (c) the Recipient, by written notice to Austrade, withdraws from the Activity;
- (d) the Recipient is unable to pay all its debts as and when they become due and payable;
- (e) the Recipient has applied to come under, received a notice requiring it to show cause why it should not come under, or has otherwise come under any of the forms of external administration (whether referred to in Chapter 5 of the Corporations Act 2001 (Cth) or equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) or otherwise available in the

Recipient's place of incorporation) or an order has been made for the purpose of placing the Recipient under external administration;

- (f) being an individual, the Recipient becomes bankrupt or enters into a scheme of arrangement with creditors;
- (g) in relation to the Agreement, the Recipient breaches any law of the Commonwealth, or of a State or Territory;
- (h) Austrade is satisfied that any statement made in the Recipient's application for Funding is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the Funding;
- (i) in Austrade's opinion, there is credible evidence that the Recipient has breached Commonwealth anti-bribery laws, including the provisions in Division 70 of the Schedule to the Criminal Code Act 1995 (Cth); or
- (j) Austrade exercises any other specific right of termination under the Agreement.

15.2.2 Where Austrade terminates this Agreement under clause 15.2.1, Austrade:

- (a) will be liable only for payments due and owing to the Recipient under the payment provisions of the Agreement as at the date of the notice; and
- (b) will be entitled to recover from the Recipient any part of the Funding which:
 - (i) has not been legally committed for expenditure by the Recipient in accordance with the Agreement and is not payable by the Recipient as a current liability by the date that the notice of termination is received; or
 - (ii) has not, in Austrade's opinion, been spent by the Recipient in accordance with the Agreement.

15.3 Preservation of Other Rights

Clause 15.2 does not limit or exclude any of Austrade's other rights under this Agreement.

16. Workplace Health and Safety

16.1 Interpretation

In this clause 16:

- 16.1.1 notifiable incident has the same meaning that it has in the *Work Health and Safety Act 2011 (Cth)*;
- 16.1.2 WHS means work health and safety; and
- 16.1.3 WHS Rules means all relevant legislation, codes of practice and national standards relating to work health and safety.

16.2 General Duties

- 16.2.1 The Recipient must, in carrying out the Activity, comply with (and ensure its Personnel, subcontractors and their personnel comply with):
 - (a) all relevant WHS Rules; and

- (b) all applicable WHS policies and procedures of Austrade, including those that apply to Austrade's premises when using those premises (if there is an inconsistency between any of these policies and procedures, the Recipient must comply with those policies and procedures that produce the highest level of health and safety).

16.2.2 Without limiting the obligations in clause 16.2.1 the Recipient must, in carrying out this Agreement:

- (a) take reasonable care for the health and safety of its Personnel;
- (b) take reasonable care that its acts or omissions do not adversely affect the health and safety of other persons;
- (c) comply, so far as it is reasonably able, with any reasonable instruction given by Austrade in relation to health and safety; and
- (d) actively cooperate with Austrade to assist Austrade to meet its WHS obligations.

16.3 Consultation and Notification Requirements

16.3.1 The Recipient will actively consult with Austrade to assist Austrade to meet its WHS obligations.

16.3.2 The Recipient must notify Austrade immediately if it becomes aware that a notifiable incident has occurred. This notification requirement operates in addition to, and is not a replacement for, the Recipient's notification requirements under the WHS Rules.

16.3.3 If a WHS inspection, assessment or audit is conducted in relation to any action performed by the Recipient in connection with this Agreement, the Recipient must:

- (a) provide Austrade, within 5 Business Days, with a written statement detailing what that inspection, assessment or audit involved; and
- (b) provide Austrade with a copy of any materials subsequently received from the inspector, assessor or auditor.

16.4 Austrade's Right of Entry

16.4.1 Austrade may, by written notice, request access to any premises controlled by the Recipient for the purpose of monitoring the Recipient's compliance with the WHS Rules in carrying out this Agreement.

16.4.2 After receiving a request under clause 16.4.1, the Recipient must (unless otherwise agreed in writing) provide the requested access within 3 Business Days.

16.5 Performance and Breach

16.5.1 If Austrade is not satisfied that the Recipient is performing the Activity in accordance with its WHS obligations, Austrade may provide a written notification to the Recipient outlining which actions it believes the Recipient is not performing in accordance with its WHS obligations.

16.5.2 If, after receiving a written notification under clause 16.5.1 the Recipient does not remedy the specified defects within 3 Business Days, Austrade may:

- (a) compel the Recipient to suspend all work under the Agreement; and
- (b) elect to maintain this suspension until the Recipient remedies the specified defects.

- 16.5.3 If a suspension under clause 16.5.2(b) continues over a period of time exceeding 10 Business Days, Austrade may elect to terminate the Agreement. This right of termination operates in addition to, and does not restrict in any way, clauses 15 and 16 of this Agreement.
- 16.5.4 Austrade's decision to suspend the Agreement under clause 16.5.2 will not be construed as frustrating the Recipient's performance of the Agreement.

17. Notices

17.1 Format, Addressing and Delivery

17.1.1 A notice under this Agreement is only effective if it is in writing, and dealt with as follows:

- (a) if given by the Recipient to Austrade - addressed to the Austrade Contact; or
- (b) if given by Austrade to the Recipient - given by Austrade and addressed (and marked for attention) to the Recipient Contact.

17.1.2 A notice is to be:

- (a) signed by the person giving the notice and delivered by hand;
- (b) signed by the person giving the notice and sent by pre-paid post; or
- (c) transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

17.2 When Effective

17.2.1 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

17.2.2 A notice received after 5.00 pm, or on a weekend or public holiday in the place of receipt, is deemed to be effected on the next Business Day in that place.

18. General Provisions

18.1 Audit and Access

18.1.1 The Recipient must:

- (a) give Austrade, or any persons authorised in writing by Austrade, access to premises where obligations under this Agreement are being carried out; and
- (b) permit those persons to inspect and take copies of any material relevant to this Agreement, including books and records maintained in accordance with clause 18.11.

18.1.2 The rights referred to in clause 18.1.1 are subject to:

- (a) Austrade providing reasonable prior notice;
- (b) the reasonable security procedures in place at the premises; and
- (c) if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

18.1.3 The Auditor-General and the Privacy Commissioner are persons authorised for the purposes of clause 18.1.1.

18.1.4 This clause 18.1 does not detract from the statutory powers of the Auditor-General or the Privacy Commissioner.

18.1.5 Austrade may request that an independent audit of budget expenditure on the Activity be undertaken at any time during the duration of the Activity, and the Recipient agrees to provide all assistance and co-operation required for the conduct of the independent audit.

18.2 Access to documents

18.2.1 In this clause 18.2, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

18.2.2 The Recipient acknowledges that this Agreement is a Commonwealth contract.

18.2.3 Where Austrade has received a request for access to a document created by, or in the possession of, the Recipient, Austrade may at any time by written notice require the Recipient to provide the document to Austrade and the Recipient must, at no additional cost to Austrade, promptly comply with the notice.

18.2.4 The Recipient must include in any subcontract relating to the performance of this Agreement provisions that will enable the Recipient to comply with its obligations under this clause 18.2.

18.3 Insurance

18.3.1 The Recipient must:

- (a) effect and maintain the insurance specified at item 5 of Schedule 1 where such insurance is available in the local insurance market of the Recipient; and
- (b) effect and maintain such insurance as a prudent body in the position of the Recipient would take out, having regard to the activities of the Recipient and the insurance available in the local insurance market of the Recipient, and
- (c) on request, provide proof of insurance acceptable to Austrade.

18.3.2 This clause 18.3 continues in operation for so long as any obligations remain in connection with this Agreement.

18.4 Conflict of Interest

18.4.1 In this clause 18.4:

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, its Personnel or subcontractors which may or may appear to impair the ability of the Recipient to perform the Activity diligently and independently.

18.4.2 The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Agreement no Conflict exists or is likely to arise in the performance of the Recipient's obligations under the Agreement.

18.4.3 If during the Term, a Conflict arises, the Recipient must:

- (a) notify Austrade immediately;
- (b) make full disclosure to Austrade of all relevant information relating to the Conflict; and
- (c) take any steps Austrade reasonably requires to resolve or otherwise deal with that Conflict.

18.5 Relationship of Parties

18.5.1 The Recipient is not by virtue of this Agreement an officer, employee, partner or agent of Austrade, nor does the Recipient have any power or authority to bind or represent Austrade.

18.5.2 The Recipient must:

- (a) not misrepresent its relationship with Austrade; and
- (b) not engage in any misleading or deceptive conduct in relation to the Activity.

18.6 Waiver

18.6.1 A failure or delay by a party to exercise any right or remedy it holds under this Agreement or at law does not operate as a waiver of that right.

18.6.2 A single or partial exercise by a party of any right or remedy it holds under this Agreement or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

18.7 Variation of Agreement

18.7.1 Except for action Austrade is expressly authorised to take elsewhere in this Agreement, no variation of this Agreement is binding unless it is agreed in writing and signed by both parties.

18.7.2 In the event of changes being proposed to the Activity by the Recipient, Austrade may consider renegotiating the Agreement.

18.8 Assignment

The Recipient cannot assign its obligations, and must not assign its rights, under this Agreement without Austrade's prior written approval.

18.9 Survival

18.9.1 The operation of clauses 2.4, 3, 4.2, 4.4, 9, 10, 11, 13, 14 and 18.2 and any other provision which expressly or by implication from its nature is intended to continue survival of the expiration or earlier termination of this Agreement.

18.9.2 Clauses 18.1 and 18.11 apply for the Term and for a period of 7 years from the date of expiration or earlier termination of the Agreement.

18.10 Compliance with Legislation and Policies

18.10.1 The Recipient must comply with any provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory, local authority or the jurisdiction in which the Recipient operates, applicable to its performance of this Agreement.

18.10.2 Without limiting clause 18.10.1, the Recipient must comply with:

- (a) the *Autonomous Sanctions Act 2011* (Cth) and the *Autonomous Sanctions Regulations 2011* (Cth);
- (b) the *Work Health and Safety Act 2011* (Cth); *and*
- (c) all anti-bribery laws, including the provisions in Division 70 of the Schedule to the *Criminal Code Act 1995* (Cth).

18.10.3 The Recipient must, in carrying out its obligations under this Agreement, comply with any Commonwealth or Austrade policies as notified, referred or made available by Austrade to the Recipient (including by reference to an internet site).

18.11 Books and Records

18.11.1 The Recipient must:

- (a) keep, and require any subcontractors to keep, adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by Austrade under this Agreement to be determined; and
- (b) retain and require its subcontractors to retain for a period of seven years after termination or expiration of this Agreement all books and records relating to the Activity.

18.11.2 The Recipient must bear its own costs of complying with this clause 18.11.

18.12 Applicable Law and Jurisdiction

18.12.1 This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

18.12.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Executed as a deed

This deed is made on ## [insert date]

SIGNED SEALED AND DELIVERED for)
and on behalf of the COMMONWEALTH
OF AUSTRALIA as represented by the)
Australian Trade and Investment Commission ABN 11 764 698 227
by:

(Name of signatory)

(Signature)

(Date)

In the presence of:

(Name of witness)

(Signature of witness)

EXECUTED by ## [insert name and ABN/ARBN or equivalent]
in accordance with the
requirements of section 127 of the)
Corporations Act 2001 (Cth) or
otherwise by its authorised representative
who warrants that they are authorised to
bind the Recipient by:)

(Name of Director)

(Signature)

(Date)

(Name of Witness)

(Signature of Witness)

(Date)

Schedule 1 Agreement Details

1.	Term Funding is only payable within the terms of the Agreement	Commencement Date: ## [insert relevant date] End Date: ## ## 2020
2.	Program	Free Trade Agreement Market Entry Grant Program
3.	Program Objectives	The objective of the Program is to deliver targeted FTA market entry strategies and opportunities aimed at helping SMEs to access and utilise Australia's FTAs and signed agreements covering the following markets: China, Japan, Korea, Brunei, Malaysia, Vietnam, Singapore, Canada, Mexico, Chile and Peru.
4.	Activity	The Activity can be performed in Australia encompassing one or more of the target overseas markets (including market visits) listed in Schedule 1.3. The Activity is: [REDACTED]
5.	Insurance (see clause 18.3)	<ul style="list-style-type: none"> a. workers compensation insurance as required by law; b. public liability insurance to a value of \$10 million per event, or any greater amount as required by law; and c. professional indemnity insurance to a value of no less than \$5 million per claim, or any greater amount as required by law.
6.	Recipient Contact (contact must be from Applicant Organisation)	[REDACTED]
7.	Austrade Contact	Alexandria Carbone FTA-ME Grant Secretariat +61 7 3364 7737 fta-me@austrade.gov.au
8.	Funding Agreement Number	

Schedule 2 Milestones and Funding

2. Milestones and Funding

- 2.1 The total Funding provided by Austrade is up to \$## and is GST exclusive.
- 2.2 Austrade agrees to provide the Recipient with the Funding on satisfaction of the requirements set out in clause 3.1, following satisfactory completion of each Milestone and Deliverable as set out in the table below.

Milestones and Deliverables All reports to be completed in accordance with the content requirements set out in Schedule 4.		Due Date	Funding payable (GST exclusive)
1.	Deliverable Provision of a certificate of currency for professional indemnity insurance, public liability insurance and workers compensation as required by law.	Required by commencement of Funding Agreement (clause 18.3 and Schedule 1)	Nil
2.	Deliverable Provision of final risk plan for approval by Austrade (must be provided before commencement of project)	Required by commencement of Funding Agreement (clause 7.1.1(d) and Schedule 4)	Nil
3.	Deliverable Signing of Funding Agreement	## ## 2019	\$##
4.	First Milestone Report Submission of a Milestone Report addressing the five points below is mandatory: <ul style="list-style-type: none"> a. Development of final plan for market entry strategies including securing appropriate expertise for delivery and identifying target SME businesses b. Research markets / sectors c. Marketing status 	12 October 2019	\$##
5.	Second Milestone Report Submission of a Milestone Report for acceptance by Austrade indicating completion of the activities described below: <ul style="list-style-type: none"> a. Progress and confirmed timeframes for both market strategies and market visits 	8 February 2020	\$##

<p>b. Confirmed markets / sectors</p> <p>c. Copies of all marketing materials any FTA training delivered in preparation for market entry.</p> <p>d. [insert additional intended milestones for the reporting period]</p>		
<p>6. Final Milestone Report</p> <p>Submission for acceptance by Austrade of a <u>Final Project Report</u> (must meet requirements referred to in clause 7 and Schedule 4)</p>	<p>30 May 2020</p>	<p>###</p>
<p>MILESTONE FUNDING TOTAL</p>		<p>###</p>

Schedule 3 Budget and Contributions

3. Budget and Contributions

Refer clause 4.5

- 3.1 The table below provides a breakdown of the expected project expenditure. However, a budget expenditure report must be provided to Austrade with each milestone report. The budget report must detail monthly expenditure against both the grant funding and recipient contribution. The budget template you are required to use for future milestone reports will be provided electronically by Austrade as **Attachment A**.
- 3.2 Milestone payments are subject to submission of a satisfactory report accepted by Austrade and must include a budget expenditure report completed on the template provided by Austrade. If you have not expended sufficient grant funds at the time you submit your milestone report your milestone payment will be withheld until such time that you can show evidence of sufficient expenditure against the grant funding you have received.

2018-2019-2020 FYs* Expenditure Item	FTA-ME Funding Allocation	**Recipient Contribution Allocation
Salaries and Fees		
Salaries –(list Individually)		
Consultants		
Other		
Travel and Accommodation		
Airfares		
Travel Allowance		
Accommodation		
Other – Cabs etc.		
Administration/Overheads		
Office Costs		
Printed Material		
Merchandise		
Other		
Market Entry Plans & Production Costs		
Publications		
Electronic Media (DVDs, sound recordings)		
Website tools		
Information packages		
Research Costs		
Market Research		
TOTAL		

* due to the timing of this grant, projects will cross-over more than one financial year in a 12 month period.

** should include co-contribution from grant recipient, which should be made up of e.g: cash, in-kind sponsorship and other non-commonwealth grants for the project.

Schedule 4 Reporting Requirements

4. Reports

Refer to Clause 7

The Recipient must provide Austrade with the following reports:

4.1 Final Report

4.1.1 By no later than the date identified in the final Milestone of Schedule 2, the Recipient must provide Austrade with a Final Report. The Final Report will be a stand-alone document that can be used for public information dissemination purposes. The Final Report must:

- (a) discuss in detail the operation, mechanisms and processes employed by the Recipient to perform the Activity and achieve the Program Objectives;
- (b) describe the Recipient's activities during the entire Activity period including process and uptake by SMEs of market entry strategies and market visits, results of surveys of all participants conducted after the Activities have been delivered by the grant Recipient), case studies and audits (including self-audits);
- (c) discuss in detail the conduct, benefits and outcomes of the Activity as a whole and the Activity's results and findings;
- (d) evaluate the Activity and include a detailed discussion as to whether the Program Objectives in performing the Activity were achieved, and if not, an explanation of why any Program Objectives were not met; and
- (e) include a statement as to whether the Activity was undertaken within Budget, and if it was not, an explanation of why the Budget was not met.

4.1.2 The Recipient must also include in the Final Report a discussion of any other matters, which Austrade notifies the Recipient must be included in the Final Report. Any such requirement will be notified to the Recipient at least 20 Business Days before the Final Report is due.

4.2 Milestone Reports

4.2.1 Milestone Reports need to include a full description of progress towards completion of Milestones as identified in 4, 5 and 6 of the table at Schedule 2. The Milestone Report must:

- (a) provide a detailed description including evidence of completion of milestones, related activities and deliverables using the prescribed report template and Funding spent to date using the prescribed Milestone Expenditure Report (MER) template;
- (b) advise of any significant delays or difficulties encountered in performing the Activity;
- (c) include lists of participants for each market visit conducted by the Recipient as part of the Activity to date;
- (d) Attach copies of all marketing material and other information relating to project activities conducted in Australia and the target markets (China, Japan, Korea, Brunei, Malaysia, Vietnam, Singapore, Canada, Mexico, Chile and Peru) during each reporting period; and
- (e) advise of any significant changes to risk.

4.3 Ad-hoc Reports

4.3.1 Throughout the Activity period, Austrade may require the Recipient to provide Ad-hoc reports concerning:

- (a) any significant developments concerning the Activity; and
- (b) any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement.

4.4 Risk plan

4.4.1 Before commencing the Activity, the Recipient must submit a final copy of the Risk Plan for the Activity for approval by Austrade.

4.4.2 The Risk Plan must set out the risks inherent in the Activity, and the measures to be taken to address these risks.

4.4.3 The Recipient will be required to comply with the approved Risk Plan in conducting the Activity.

Schedule 5 Acknowledgement of Support

5. Branding, Logos and Support

Refer to Clause 12.2

- 5.1 It is a condition when using any logos owned by the Australian Government, and provided by Austrade, that users should apply the correct logos, which are provided as electronic attachments with this funding agreement with the relevant sections from the Brandmark guidelines.

Under this agreement the user must provide the FTA-ME Secretariat with a sample of any material containing the attached logo/s which is intended for publication or public use prior to release.

For further information with regards to the use of the electronic attached logos enquiries should be directed to the FTA-ME Secretariat on 1300 136 014 or fta-me@austrade.gov.au

- 5.2 Documents provided as electronic attachments for all sectors except education bodies are as follows:

- **Attachment B** – ATIC Lockup Brandmark Guidelines
- **Attachment C** - Single Brandmark Guidelines
- **Attachment D** - ATIC Stacked-CoBrand
- **Attachment E** – ATIC Inline-CoBrand
- **Attachment F** – ATIC Inline-Mono

Documents provided as electronic attachments for education bodies only are as follows:

- **Attachment G** – AFU Brandmark Guidelines (only to be used by education bodies)
- **Attachment H** – ATIC FU Inline-CoBrand (only to be used by education bodies)