Grant Agreement
between Wine Australia
and
(insert Grantee)
Grant Agreement [insert reference number/name]

Once completed, this document, together with each set of Grant Details and Wine Australia General Grant Conditions (Schedule 1), forms an Agreement between Wine Australia and the Grantee.

The Grantee

<table>
<thead>
<tr>
<th>Full legal name of Grantee</th>
<th>[insert details]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal entity type (e.g. individual, incorporated association, company, partnership etc)</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Trading or business name</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Any relevant licence, registration or provider number</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Australian Company Number [ACN] or other entity identifiers</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Australian Business Number (ABN)</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Registered for Goods and Services Tax (GST)?</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Date from which GST registration was effective?</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Registered office (physical/postal)</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Relevant business place (if different)</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Name of key contact for notices</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Telephone number of key contact for notices</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Email for notices</td>
<td>[insert details]</td>
</tr>
</tbody>
</table>

Wine Australia


Background

The Grantee has agreed to enter this Agreement under which Wine Australia will provide the Grantee with the Grant to assist the Grantee in undertaking the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

(a) this document;
(b) the Supplementary Terms;
(c) the General Grant Conditions (Schedule 1);
(d) the Grant Details;
(e) any other document referenced or incorporated in the Grant Details.
If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties’ entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.
Grant Details [insert reference number/name]

A. Purpose of the Grant
The Australian Government’s $50 million Export and Regional Wine Support Package (the $50 million Package) has been designed to complement and contribute to the objectives of Tourism 2020. The $50 million Package is a one-off allocation over four years, focused on building Australia’s international wine exports in such a way that will benefit wine producers and assist export-focused businesses to grow. It is also designed to improve the wine tourism experiences and opportunities on offer and build international wine tourism. There are two grant components within the Package designed to support the growth of international wine tourism in Australia: International Wine Tourism State Grants (State Grants) and International Wine Tourism Competitive Grants (Competitive Grants).

The State Grants and the Competitive Grants are designed to be mutually reinforcing.

The objective of the International Wine Tourism State Grants program (the program) is to provide state-based grants that provide state wine associations with access to pre-determined funding allocations to identify and plan initiatives that build international wine tourism within the state.

The objective of the International Wine Tourism Competitive Grants program (the program) is to support stakeholders to implement initiatives, which will grow the number of and/or spend by tourists visiting a region of Australia for the purposes of international wine tourism.

B. Activity
[This will include a detailed description of the Activity linked to relevant key performance indicators including reporting requirements in the agreement which will reflect the risk level of the project. Grantees may be asked to submit milestone and/or annual reports, financial acquittals and audited financial statements.]

Grantees may be required to submit regular progress reports under the milestones in the agreement. These reports will cover the activities, outputs and outcomes and other evidence to verify results.

Grantees may also be asked to undertake baseline and monitoring surveys with project beneficiaries and/or stakeholders to track perceptions of international tourist services, products and experiences. These surveys will be standardised surveys, designed by Wine Australia, which generate numerical scores which can be aggregated across the program and used for comparative purposes over time.

The details of any reports required as part of the Activity will be included at Item E below]
C. Duration of the Activity

This section will clearly establish dates and milestones which will be linked to payment as per section D. Reports required under section E will be included as milestones - the details of the reports will be specified in section E.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert event]</td>
<td>[insert date]</td>
</tr>
<tr>
<td>[insert event]</td>
<td>[insert date]</td>
</tr>
<tr>
<td>[insert event]</td>
<td>[insert date]</td>
</tr>
</tbody>
</table>

D. Payment of the Grant

The total amount of the Grant is [insert amount] (GST [incl/excl]).

The Grantee must ensure that the Grant is held in an account in the Grantee’s name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee’s nominated bank account into which the Grant is to be paid is [insert bank account details].

The Grant will be paid in instalments by Wine Australia upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
<th>GST</th>
<th>Total (incl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert relevant event e.g. on signature of agreement or acceptance of progress report]</td>
<td>[insert date]</td>
<td>$[insert amount]</td>
<td>$[insert amount]</td>
<td>$[insert amount]</td>
</tr>
<tr>
<td>Total Amount</td>
<td></td>
<td>$[insert amount]</td>
<td>$[insert amount]</td>
<td>$[insert amount]</td>
</tr>
</tbody>
</table>

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

[insert invoicing details]
E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Wine Australia representative in accordance with the following:

[The requirements for reporting will be determined on an individual grant/project basis]

F. Party representatives and address for notices

Grantee’s representative and address

<table>
<thead>
<tr>
<th>Grantee’s representative name</th>
<th>[insert details]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Postal/physical address(es)</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Business hours telephone</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Mobile</td>
<td>[insert details]</td>
</tr>
<tr>
<td>E-mail</td>
<td>[insert details]</td>
</tr>
</tbody>
</table>

Wine Australia representative and address

<table>
<thead>
<tr>
<th>Name of representative</th>
<th>[insert details]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Postal/physical address(es)</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Business hours telephone</td>
<td>[insert details]</td>
</tr>
<tr>
<td>Mobile</td>
<td>[insert details]</td>
</tr>
<tr>
<td>E-mail</td>
<td>[insert details]</td>
</tr>
</tbody>
</table>

The Parties’ representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Activity budget

The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:
<table>
<thead>
<tr>
<th>Expenditure Item</th>
<th>Description</th>
<th>Grant Contributions</th>
<th>Other Contributions - Grantee</th>
<th>Other Contributions - Third Parties</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert reference]</td>
<td>[insert description of the expenditure item]</td>
<td>[insert amount of Grant contributed to this budget item]</td>
<td>[insert amount of Grantees own funds contributed to this budget item]</td>
<td>[insert amount of other sources of funding contributed to this budget item]</td>
<td>[insert total amount cost of the budget item]</td>
</tr>
</tbody>
</table>

G2. Record keeping

G2.1 The Grantee agrees to maintain the following records:

(a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee’s accounts and records so that at all times the Grant is identifiable; and

(b) 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; and

(c) [insert other requirements]

G2.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to Wine Australia representative upon request.

G2.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G3. Audit

G3.1 Audits by Wine Australia and its Representatives

Wine Australia or its Representatives may, at any time, conduct audits relevant to the performance of the Grantee’s obligations under this agreement.

G3.2 Access

The Grantee must allow, and must ensure that its representatives allow, any person referred to in clause G3.1:

(a) access to:

(i) personnel involved in the Activity;

(ii) the places in which the Activity is carried out; and

(iii) accounting records and all other supporting data, documents and information (in whatever form) in relation to the Activity in a data format and storage medium accessible by Wine Australia using commonly-available computer hardware and software; and
(b) to take copies at Wine Australia’s cost of any of the records or other data, documents or information described in this clause, as may reasonably be required by Wine Australia or its representatives from time to time during the Funding Period and for a period of five years thereafter.

G3.3 Auditor-General and Information Commissioner

(a) The rights of Wine Australia under clauses G3.2 (a) and (b) apply equally to the Auditor-General or a delegate of the Auditor-General (including an employee of the Australian National Audit Office), or the Information Commissioner or a delegate of the Information Commissioner, for the purpose of performing the Auditor-General’s or Information Commissioner’s statutory functions or powers.

(b) The Grantee and its representatives must do all things necessary to comply with the Auditor-General’s or his or her delegate’s or the Information Commissioner’s or his or her delegate’s requirements, provided such requirements are legally enforceable and within the power of the Auditor-General, the Information Commissioner, or his or her respective delegate.

(c) Nothing in this agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Information Commissioner or a delegate of the Information Commissioner. The rights of Wine Australia under this agreement are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Information Commissioner or a delegate of the Information Commissioner.

G3.4 Parties’ Obligations in Relation to Audits

(a) Each Party and its representatives must bear their own costs of any audits.

(b) The Grantee remains responsible for performing its obligations under this agreement notwithstanding any exercise of rights by any person under this clause.

G4. Activity Material

G4.1 The Grantee agrees, on request from Wine Australia, to provide Wine Australia with a copy of any Activity Material in the format reasonably requested by Wine Australia.

G4.2 The Grantee provides Wine Australia a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.
G4.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party’s Intellectual Property Rights.

G4.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G5. Relevant qualifications or skills
The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:

[On a grant/project basis, this may be used to detail the individuals involved, their qualifications, responsibilities and other requirements which related to project performance]

G6. Jurisdiction
(a) This agreement is governed by the laws of South Australia.

(b) Each Party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there regarding matters concerning this agreement.

Signatures
Executed as an agreement:

Wine Australia
Signed for and on behalf of Wine Australia
Name: (print)
Position: (print)
Signature and date: ____________________________

Witness Name: (print)
Signature and date: ____________________________

Grantee:
[If Grantee is an Individual]

Full legal name of the Grantee: [insert name of the Grantee and any ABN]
Signatory Name: (print)
Signature and date: ____________________________
<table>
<thead>
<tr>
<th>Witness Name:</th>
<th>(print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
</tbody>
</table>

[OR]

If Grantee is a Company

<table>
<thead>
<tr>
<th>Name of Company:</th>
<th>[insert name of company and any ABN, ACN or ARBN]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director’s Name:</td>
<td>(print)</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
<tr>
<td>Director/Company Secretary Name:</td>
<td>(print)</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
</tbody>
</table>

[OR]

If Grantee is an Incorporated Association

<table>
<thead>
<tr>
<th>Full legal name of the Grantee:</th>
<th>[insert name of incorporated association and any ABN or other registration number]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Officer’s Name:</td>
<td>(print)</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
<tr>
<td>Committee Member/Secretary Name:</td>
<td>(print)</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
</tbody>
</table>

[OR]

If Grantee is a Partnership - note that each partner should execute, add extra rows as required

<table>
<thead>
<tr>
<th>Full legal name of the Grantee:</th>
<th>[insert name of partnership and any ABN]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner’s Name:</td>
<td>(print)</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
<tr>
<td>Witness Name:</td>
<td>(print)</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
</tbody>
</table>
1. Undertaking the Activity
The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements
The Grantee agrees to acknowledge Wine Australia’s support in Material published in connection with this Agreement and agrees to use any form of acknowledgment Wine Australia reasonably specifies.

3. Notices
3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.
3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party’s representative.

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

5. Subcontracting
5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.
5.2 The Grantee agrees to make available to Wine Australia the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

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

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

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

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

10. Repayment
10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to Wine Australia unless agreed otherwise.
10.2 The amount to be repaid under clause 10.1 may be deducted by Wine Australia from subsequent payments of the Grant.

11. Record keeping
The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property
12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.
12.2 The Grantee gives Wine Australia a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material
for Commonwealth Purposes.

12.2 The licence in clause 12.1 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy
When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by Wine Australia, would be a breach of an Australian Privacy Principle.

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

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

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

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

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

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

18. Termination for default
Wine Australia may terminate this Agreement by notice where it reasonably believes the Grantee:
(a) has breached this Agreement; or
(b) has provided false or misleading statements in their application for the Grant; or
(c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience
19.1 Wine Australia may cancel this Agreement by notice, due to:
(a) a change in government policy; or
(b) a Change in the Control of the Grantee, which Wine Australia believes will negatively affect the Grantee’s ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:
(a) stop the performance of the Grantee’s obligations as specified in the notice; and
(b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, Wine Australia will be liable only to:
(a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
(b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 Wine Australia’s liability to pay any amount under this clause is subject to:
(a) the Grantee’s compliance with this Agreement; and
(b) the total amount of the Grant.

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

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

21. Definitions
In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), Wine Australia General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the Privacy Act 1988.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means Wine Australia of Australia as represented by Wine Australia entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by Wine Australia to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or Wine Australia.
- **Personal Information** has the same meaning as in the Privacy Act 1988.
- **Reporting Material** means all Material which the Grantee is required to provide to Wine Australia for reporting purposes as specified in the Grant Details.