

Australia-India Cyber and Critical Technology Partnership (AICCTP) – Grants Round 1 (2020)

Opening date:	23 December 2020
Closing date and time:	15.00 Australian Eastern Daylight Time (AEDT) (GMT +11:00) on Friday 5 February 2021
Commonwealth policy entity:	Department of Foreign Affairs and Trade
Administering entity	Department of Foreign Affairs and Trade
Enquiries:	If you have any questions, contact DFAT’s Cyber Affairs and Critical Technology Branch at cyberaffairs@dfat.gov.au. Questions should be sent no later than 15.00 AEDT (GMT +11:00) on Thursday 21 January 2021.
Date guidelines released:	22 December 2020
Type of grant opportunity:	Open competitive

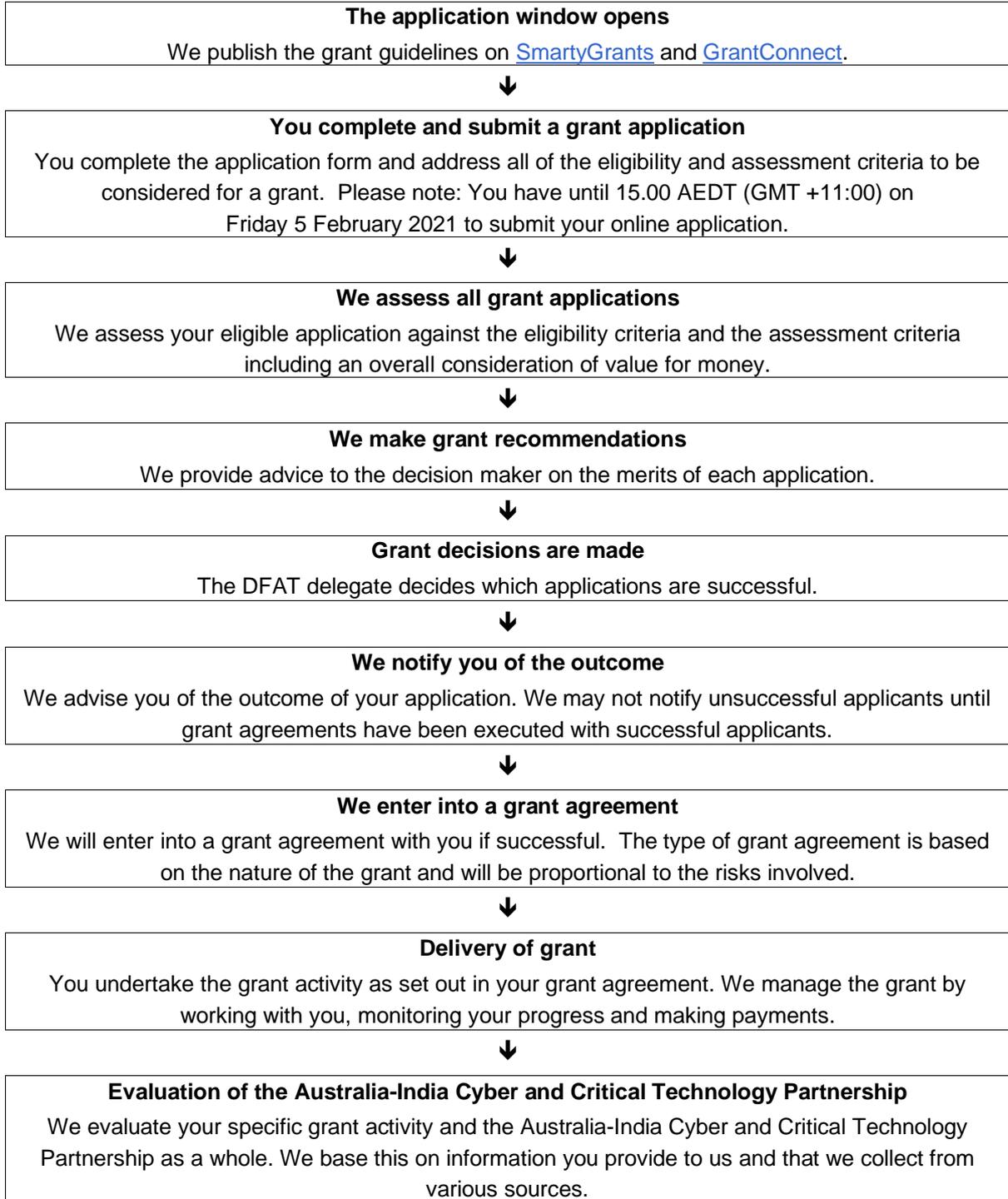
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1 Australia-India Cyber and Critical Technology Partnership – Grants Process

DFAT has worked with stakeholders to plan and design the program according to the [Commonwealth Grants Rules and Guidelines \(CGRGs\)](#). The process map below provides a brief outline of the process.



1.1 Introduction

These guidelines contain information for the Australia-India Cyber and Critical Technology Partnership's 2020 grant opportunity.

You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant program/grant opportunity
- the eligibility and assessment criteria
- how grant applications are considered and selected
- how grantees are notified and receive grant payments
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

2 About the grant program

The Australia-India Cyber and Critical Technology Partnership (AICCTP) contributes to Australian Government priorities to promote a stable and prosperous Indo-Pacific, to pursue our economic, trade and investment agenda and to keep Australia and Australians safe and secure.

The AICCTP will run over four years from 2020-21 to 2023-24. The AICCTP will help shape a global technology environment that meets Australia and India's shared vision of an open, free, rules-based Indo-Pacific region.

The AICCTP complements the Australia-India Framework Arrangement on Cyber and Cyber-Enabled Critical Technology Cooperation signed by Australia's Minister for Foreign Affairs Senator the Hon Marise Payne and India's External Affairs Minister Dr S. Jaishankar as part of the Australia-India Comprehensive Strategic Partnership announced during the Leaders' Virtual Summit on 4 June 2020. The AICCTP aligns with Australia's International Cyber and Critical Technology Engagement Strategy. The AICCTP also supports the Australian Government's Cyber Security Strategy 2020, which recognises the importance of working with our international partners to enhance cyber resilience and security. We administer the program according to the [Commonwealth Grants Rules and Guidelines](#) (CGRGs).

Box 1

The objectives of the AICCTP are to:

- shape international discourse on cyber and critical technologies, particularly through strengthening understanding of ethical frameworks and supporting research and development of technical standards for emerging and critical technologies;
- deepen institutional linkages between Australian and Indian researchers, businesses and government on cyber and critical technology issues; and
- support India and potentially other countries in the Indo-Pacific to improve their cyber resilience or foster best practices in critical technology development.

2.1 About the AICCTP's 2020 grant opportunity

The AICCTP's 2020 grant opportunity (round 1) will consider proposals for practical cooperation and collaboration on cyber and critical technology, which will help shape a global technology environment that meets our shared vision of an open, free, rules-based Indo-Pacific region.

Round 1 proposals will focus on the following area:

- **Activities to strengthen understanding of ethical frameworks, and to support research and development of technical standards, for emerging and critical technologies**, such as (but not limited to) Artificial Intelligence (AI), next generation telecommunications (5G/6G), Internet of Things (IoT), quantum computing, synthetic biology, blockchain and big data.

Future grant rounds may consider broader proposals for Australia-India collaboration on addressing cyber security challenges, including enhancing the security of the Internet of Things, 5G/6G and cloud technology.

To achieve desired outcomes, the AICCTP will support a collaborative model, which sees Australian and Indian stakeholders combine knowledge and resources to advance and protect our collective interests in cyberspace and critical technology sectors. The Department of Foreign Affairs and Trade (DFAT) will look favourably on grant bids that involve multi-stakeholder and cross-disciplinary partnership, which utilise Indian and Australian expertise. In addition, bids could also look to engage institutions in other countries throughout the Indo-Pacific, or be designed to be scalable and replicable in India and elsewhere in the Indo-Pacific. Where opportunity exists, DFAT also supports any efforts to mainstream gender equality in the implementation of grant activities, in order to support gender equality and women's empowerment.

2.2 Strengthening understanding of ethical frameworks and supporting research and development of technical standards for emerging and critical technologies

The next generation of technological developments merges new discoveries in physical, digital, and biological systems. India and Australia have a key role to play in contributing to the global development of technologies such as Artificial Intelligence (AI), next generation telecommunications (5G/6G), IoT, quantum computing, synthetic biology, blockchain and big data. These technologies have the potential to dramatically impact economic competitiveness, national security, international peace and stability, and social cohesion.

Strengthening understanding of ethical frameworks for emerging and critical technologies will be central to ensuring these technologies are designed, developed and used in a manner that advances Australia and India's shared interests. Ethical frameworks must be grounded in existing international law, including international human rights law. The AICCTP's 2020 grant opportunity seeks to build collaboration between industry and civil society to strengthen understanding of non-binding ethical frameworks, and how they can be translated into practical action.

Standards create trust and consistency, foster innovation and drive economic growth. There is opportunity to create more transparent approaches to technical standards setting and to promote stronger coordination between standards development organisations to reduce duplication and overlap. The AICCTP's 2020 grant opportunity seeks to leverage the role of Australian and Indian institutions to promote international harmonisation and conformance between relevant technical standards and emerging and critical technology standards. Eligible activities could be designed to assist in preventing divergent standards that splinter markets and stymie innovation. Activities could also deliver improved coordination and capacity to progress standards discussions on emerging and critical technologies.

Box 2

The AICCTP's 2020 grant opportunity will prioritise emerging and critical technology-related proposals that focus on the following areas:

- a) activities that facilitate Australia-India research partnerships, in particular involving academics and think tanks, to strengthen understanding of ethical frameworks for emerging and critical technologies, and the development of best practice on translating ethical frameworks (including existing global frameworks like the G20 AI Principles) into practical action;
- b) initiatives that encourage the development of technical critical technology standards that advance Australia and India's interests, and enable more meaningful engagement in international standards discussions; and
- c) research on the trends shaping the global and technology marketplace or that assesses the opportunities and effectiveness of ethical frameworks or technical standards for emerging and critical technologies.

3 Grant amount and grant period

3.1 Grants available

The AICCTP's competitive open call grant round 1 and subsequent rounds are anticipated to allocate up to around \$6.5 million from 2020-21 to 2023-24. Up to around \$500,000 is anticipated to be available for allocation in 2020-21, with the total annual amount available to grow each year subject to budget appropriations.

For any single grant proposal, the minimum is \$150,000 per year and the maximum amount is \$500,000 per year. Multiyear grants will be considered up to a maximum of \$500,000 per year for up to two years from 2020-21 to 2021-22. Grant funding for activities in 2021-22 will be contingent on funding becoming available to DFAT under the AICCTP.

Prospective grantees cannot use funding from other Commonwealth, state, territory or local government sources to fund your share of eligible expenditure. DFAT reserves the right to offer less funding than that requested by the applicant.

4 Eligibility criteria

You can apply for grants under any Commonwealth program, but if your applications are successful, you must choose either a grant under the AICCTP or the other Commonwealth grant.

4.1 Who is eligible to apply for a grant?

To be eligible you must:

- be located in Australia and have a partner institution that is located in India for the purposes of the activity; or
- be located in India and have a partner institution that is located in Australia for the purposes of the activity

and be one of the following entity types:

- a company incorporated in Australia or India
- a company incorporated by guarantee

- an incorporated trustee on behalf of a trust
- an incorporated association
- a partnership
- a joint (consortia) application with a lead organisation
- a not-for-profit organisation
- a think tank or research organisation
- an Australian state or territory government body
- an Indian sub-national government body.

Joint (consortia) applications involving more than one organisation are acceptable (see section 6.2). Multistakeholder involvement (including from businesses, non-government organisations, and/or government bodies) is encouraged where appropriate, provided the lead applicant is the main driver of the project and eligible to apply. Applications involving partners based in third countries in the Indo-Pacific (including but not limited to Japan, Indonesia, Singapore and other ASEAN countries) are encouraged.

5 What the grant money can be used for

5.1 Eligible grant activities

To be eligible your project must:

- support the intended objectives of the AICCTP be designed around the area of focus for the AICCTP's 2020 grant opportunity; and
- include eligible activities and eligible expenditure.

Eligible activities must relate directly to the project and could include:

- joint research projects
- industry specific user guides, advisories, standards etc
- traditional research outputs of books, chapters, journal articles and conference publications
- technical training, conferences, workshops, seminars and events
- mentoring and support in developing critical technology governance frameworks
- new research-related information sharing and communication initiatives
- exchanges and secondments of personnel between Australia and India
- collaboration mechanisms across industries or levels of government
- other critical technology-related best practices and innovative solutions.

We may also approve other activities.

5.2 Eligible expenditure

You can only spend the grant on eligible expenditure you have incurred on eligible grant activities. Expenditure must be reasonable and proportional to the grant size and in line with the project outcome.

Eligible expenditure items are:

- Personnel - Eligible labour expenditure for the grant covers the direct labour costs of employees you directly employ on the core elements of the project. Partners will be asked to provide the name, designation, responsibility and number of hours given to the project of staff whose salary/consultancy fees are covered from project funds. DFAT will ask for these

supporting documents at the time of due diligence. Partners will be asked to submit copies of payment receipts in their mid-term and/or end of year report.

- Direct costs of the eligible grant activities.
- Travel – Estimated costs for domestic and/or international economy class airfares and modest accommodation and per diems that are essential for delivery of the project. Please consider carefully to what extent travel is likely to be feasible during the proposed timeframe of your project. DFAT will provide further guidance to successful applicants to calculate total eligible travel costs, to ensure costs align with DFAT’s travel policy.
- Equipment – DFAT will only fund ‘small equipment’ or software specific to the project proposal. ‘Small equipment’ is defined as equipment under a total of \$10,000 that is used collaboratively and, where possible, is Australian-made. Computing equipment or software should be specialised and required for the completion of the project. DFAT will not fund general equipment or software that would be normally provided by institutions, such as standard computers or the Microsoft software suite.
- Monitoring, evaluation and learning (MEL) – As a key component of the program, costs associated with MEL processes and activities to inform program reporting and learning should be identified separately within the indicative budget outline.
- Administrative support. Indian partners should comply with the latest Foreign Contribution (Regulation) Amendment Rules regarding the cap on spend on administrative expenses. In line with the Foreign Contribution (Regulation) Amendment Act, 2020, no Indian lead partner receiving funds directly from DFAT should transfer funds to the secondary/local partners or stakeholders of the project.

5.3 What the grant money cannot be used for

You cannot use the grant for the following activities:

- any activities, equipment or supplies that are already being supported through other sources (including support from the Australian Government)
- indirect costs of the project, including:
 - institutional overheads and administrative charges
 - membership of professional organisations and groups
 - non-project-related staff training and development costs
 - staff recruitment and relocation costs
 - debt financing
 - capital expenditure for the purchase of assets such as office furniture and equipment, motor vehicles, computers, printers or photocopiers and the construction, renovation or extension of facilities such as buildings and laboratories
 - costs such as rental and utilities.

6 The assessment criteria

You must address the following assessment criteria in the application. We will assess your application based on the weighting given to each criterion.

The amount of detail and supporting evidence you provide in your application should be relative to the size, complexity and grant amount requested.

Criterion 1

Explain how your project will advance cooperation in cyber and critical technology issues between India and Australia and help shape a global technology environment that meets Australia and India's shared vision of an open, free, rules-based Indo-Pacific region (**60 points**)

You should demonstrate this by identifying:

- 1.1. the specific problem or issue your project will address, why it needs to be addressed, and how your project will address it, including the rationale for your approach;
- 1.2. the expected outcomes and benefits of your project and how they would contribute to the objectives of the AICCTP, including;
 - how your project will shape the international discourse on cyber and critical technologies, particularly through the improved ethical frameworks, technical standards and research and development for emerging and critical technologies (see Box 2 (a), (b) and (c) for more information);
 - how your project will deepen institutional linkages between Australian and Indian researchers, businesses and government on cyber and critical technology issues, including any multi-stakeholder and cross-disciplinary partnerships if applicable; and
 - how your project will support India and potentially other countries in the Indo-Pacific to improve their cyber resilience or foster best practices in critical technology development
- 1.3 how your project aligns with key policy documents or frameworks such as Australia's International Cyber Engagement Strategy, Australia's 2017 Foreign Policy White Paper, Australia's Cyber Security Strategy 2020 and the Australia-India Comprehensive Strategic Partnership.

Criterion 2

Explain how your and your partner's(s') capacity, capability and resources to deliver the project (**40 points**)

You should demonstrate this by identifying:

- 2.1 your access to personnel with the right skills and experience, including management and technical staff, and to any infrastructure, capital equipment, technology and intellectual property required for the project;
- 2.2 that you have, or your plans to develop, a sound project plan to manage and monitor the project;
- 2.3 how the grant activity is achievable in the context of travel, social distancing and gathering restrictions that may be in relevant locations, and how people will participate and engage in the grant activity in a potentially restrictive environment; and
- 2.4 (if any part of the project requires the participation of stakeholders in a third country) your experience, expertise and relationships in the third country).

How to apply

Before applying, you must read and understand these guidelines and the application form available at [SmartyGrants](#). Any alterations and addenda¹ to the guidelines will be published on GrantConnect and by registering on this website, you will be automatically notified on any changes. GrantConnect is the authoritative source for grants information.

To apply you must:

1. complete the online application form on DFAT's online grant application system SmartyGrants (https://DCG.smartygrants.com.au/AICCTPgrant_Round1) and provide all the information requested
2. address relevant eligibility criteria and assessment criteria
3. include all necessary attachments (see 6.1)
4. submit your application/s by 15.00 Australian Eastern Daylight Time (AEDT) (GMT +11:00) on Friday 5 February 2021.
5. You cannot change your application after the closing date and time. If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your submission after the application closing time.

You should keep a copy of your application and any supporting documents.

We will acknowledge that we have received your application within 3 working days.

6.1 Attachments to the application

We require the following documents with your application:

1. an indicative budget
2. a basic project management plan including timeline
3. if applicable (for Indian partners), your Foreign Contribution Regulation Act (FCRA) certificate
4. If applicable (for joint applications), a letter of support from partner organisations (see 6.2)

6.2 Joint (consortia) applications

Organisations may join to form a group of organisations for the purposes of delivering a grant activity or project. In this circumstance, you must appoint a 'lead organisation'. Only the lead organisation can submit the application form and enter into a grant agreement with the Commonwealth. The application must identify all other members of the proposed group and include a letter of support from each of the partners.

Each letter of support must include:

1. details of the partner organisation
2. an overview of how the partner organisation will work with the lead organisation and any other partner organisations in the group to successfully complete the grant activity or project
3. an outline of the relevant experience and/or expertise the partner organisation will bring to the group

¹ Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents

4. the roles/responsibilities of the partner organisation and the resources they will contribute (if any)
5. details of a nominated management level contact officer.

You must have a formal arrangement in place with all parties prior to execution of the agreement.

6.3 Timing of grant opportunity processes

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Applications open	23 December 2020
Applications close	15.00 AEDT (GMT +11:00) on Friday 5 February 2021
Assessment of applications	February
Approval of outcomes of selection process	February
Negotiations and award of grant agreements	February/March
Notification to unsuccessful applicants	February/March
Expected commencement date of grant activity	March

6.4 Questions during the application process

If you have any questions during the application period, contact CyberAffairs@dfat.gov.au. Answers to questions will be posted on [GrantConnect](#) and on the AICCPT Australian High Commission in India [webpage](#).

Questions should be sent no later than 15.00 AEDT (GMT +11:00) on Thursday 21 January 2021.

7 The grant selection process

7.1 Assessment of grant applications

We first review your application against the eligibility criteria.

If eligible, we will then assess your application against the assessment criteria (see Section 6) and against other applications. We consider your application on its merits, based on:

1. how well it meets the criteria
2. how it compares to other applications
3. whether it provides value for money.

When assessing the extent to which the application represents value for money, we will have regard to:

- the overall objective/s to be achieved in providing the grant
- the relative value of the grant sought
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the outcomes/objectives.
- How the application will serve to leverage productive partnerships between stakeholders.

7.2 Who will assess applications?

An assessment committee will assess each application on its merit and compare it to other eligible applications before recommending to a decision-making committee which grant applications should be awarded a grant. The assessment committee may seek additional information about you or your application. The assessment committee may seek additional information from other parties to help us assess or verify the quality or fidelity of applications (e.g. this may include references checks in relation to performance against past projects).

7.3 Who will approve grants?

The decision-making committee, chaired by the Program Delegate, will decide on which applications to approve for a grant. The Program Delegate will take into account the recommendations of the assessment committee and the availability of grant funds for the purposes of the grant program.

The Program Delegate's decision is final in all matters, including:

1. the approval of the grant
2. the grant funding amount to be awarded
3. the terms and conditions of the grant.

There is no appeal mechanism for decisions to approve or not approve a grant.

8 Notification of application outcomes

We will advise you of the outcome of your application in writing. If you are successful, we will advise you of any specific conditions attached to the grant.

9 Successful grant applications

9.1 The grant agreement

You must enter into a legally binding grant agreement with the Commonwealth.

We must execute a grant agreement with you before we can make any payments.

Your grant agreement may have specific conditions determined by the assessment process or other considerations made by the Program Delegate. We will identify these in the agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

9.2 Specific legislation, policies and industry standards

You must comply with all relevant laws and regulations in undertaking your project. You must also comply with the specific legislation/policies/industry standards that follow. It is a condition of the grant funding that you meet these requirements. We will include these requirements in your grant agreement.

9.2.1 Intellectual Property Rights

In cases of activities that include a research component (i.e. research and development of technical standards), applicants must provide details of any intellectual property (IP) arrangements in their applications. This includes both the use of IP in the project and the proposed ownership rights to IP generated by the project as well as strategies for protecting Australia's interests. Where

IP is likely to be generated by the project, successful applicants are encouraged to conclude protocols or contracts between all relevant collaborating partners on the management of IP issues. These agreements should be in accordance with laws and regulations in Australia and India and provide for:

- adequate and effective protection and equitable distribution of any benefits from IP rights created in or resulting directly from cooperative activities (foreground IP rights)
- ownership of foreground IP rights to be allocated on the basis of respective contribution and equitable interests
- terms and conditions for the commercialisation and other forms of dissemination of the foreground IP rights
- adequate and effective protection of IP rights provided by the organisations, enterprises and institutions prior to or in the course of such cooperative activities, for example, the licensing or utilisation of such IP rights on equitable terms (background IP rights).

Australian participants should approach IP negotiations in line with the principles outlined on business.gov.au.

9.2.2 Export Controls

As this program may involve research collaboration with foreign entities, some provisions of Australia's export controls regime may apply to your project. It is your responsibility to consider the implications, if any, of the relevant legislation on the proposed project before submitting your application, and to comply with any applicable requirements if it is successful. Further information is available here: <https://www1.defence.gov.au/business-industry/export/controls>.

9.3 How we pay the grant

We will make payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the grant activity or project.

9.4 Grants Payments and GST

Payments will be GST Inclusive.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](https://www.ato.gov.au/).² We do not provide advice on your particular taxation circumstances.

10 Announcement of grants

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by Section 5.3 of the [CGRGs](#).

11 How we monitor your grant activity

11.1 Keeping us informed

You should let us know if anything is likely to affect your grant activity or project. We need to know of any key changes to your organisation or its business activities, particularly if they affect your

² <https://www.ato.gov.au/>

ability to complete your grant, carry on business and pay debts due. If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately.

11.2 Reporting

Successful applicants will be engaged under a Grant Agreement with DFAT that will detail agreed implementation, accountability, funding, reporting and acquittal requirements. DFAT may request applicants amend parts of their proposals, such as project plans or risk management approaches, during this process.

11.3 Audited financial acquittal report

We may ask you to provide an independently audited financial acquittal report. A financial acquittal report will verify that you spent the grant in accordance with the grant agreement.

11.4 Grant agreement variations

We recognise that unexpected events may affect your progress. In these circumstances, you can request a variation to your grant agreement. You can request a variation by writing to CyberAffairs@dfat.gov.au.

You should not assume that a variation request will be successful. We will consider your request based on provisions in the grant agreement and the likely impact on achieving outcomes.

11.5 Compliance visits

We may visit you during or at the completion of your grant activity to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

11.6 Record keeping

We may also inspect the records you are required to keep under the grant agreement.

11.7 Evaluation

We will evaluate the grant program or opportunity to measure how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also interview you, or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

11.8 Acknowledgement

A Grant Agreement for successful applications may specify requirements for acknowledgements on all materials related to grants under the program.

12 Probity

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs. These guidelines may be changed from time-to-time. When this happens, the revised guidelines will be published on GrantConnect.

12.1 Enquiries and feedback

The complaints procedures available at DFAT's website apply to complaints about AICCTP grants. The procedure for making a complaint about AICCTP grants is available on [DFAT's website](#). All complaints about a grant process must be lodged in writing.

If you are at any time dissatisfied with DFAT's handling of a complaint, you can contact the Commonwealth Ombudsman on:

If you do not agree with the way the DFAT has handled your complaint, you may complain to the [Commonwealth Ombudsman](#). The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with DFAT.

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072

Email: ombudsman@ombudsman.gov.au

Website: www.ombudsman.gov.au

12.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if DFAT's staff, any member of a committee or advisor and/or you or any of your personnel:

1. has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
2. has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently
3. has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform DFAT in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)](#) of the [Public Service Act 1999](#). Committee members and other officials including the decision maker must also declare any conflicts of interest.

Further information on our conflict of interest policy is available at on the DFAT website in the [Conduct and Ethics Manual](#).

12.3 Privacy

We treat your personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes letting you know:

1. what personal information we collect
2. why we collect your personal information
3. who we give your personal information to.

Your personal information can only be disclosed to someone else for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, you declare your ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the activity, in respect of personal information you collect, use, store, or disclose in connection with the activity. Accordingly, you must not do anything, which if done by the DFAT would breach an Australian Privacy Principle as defined in the Act.

12.4 Confidential Information

Other than information available in the public domain, you agree not to disclose to any person, other than us, any confidential information relating to the grant application and/or agreement, without our prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time, require you to arrange for you; or your employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

1. you clearly identify the information as confidential and explain why we should treat it as confidential
2. the information is commercially sensitive
3. revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

4. the assessment committee, decision-making committee and other Commonwealth employees and contractors to help us manage the program effectively
5. employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
6. employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
7. other Commonwealth, State, Territory or local government agencies in program reports and consultations
8. the Auditor-General, Ombudsman or Privacy Commissioner
9. the responsible Minister or Parliamentary Secretary, and
10. a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

12.5 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the [Freedom of Information Act 1982](#) (FOI Act). The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian

Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By post: The Director, Freedom of Information and Privacy Law Section Legal Division
Department of Foreign Affairs and Trade
R G Casey Building, John McEwen Crescent BARTON ACT 0221

By email: foi@dfat.gov.au

13 Additional Conditions

Prospective grantees should note that the grant agreement (the Agreement) will stipulate that successful grantees must agree to comply with the following DFAT conditions (13.1 to 13.7).

13.1 Fraud

Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes attempted, alleged, suspected or detected fraud.

The Grantee must take all reasonable steps to prevent and detect Fraud in relation to this Agreement.

If the Grantee becomes aware of any Fraud involving any activities funded in whole or in part under the Agreement, the Grantee must notify the Commonwealth within 5 business days.

This clause survives the expiry or termination of the Agreement.

13.2 Prohibited dealings

The Grantee must ensure that individuals, persons, entities or organisations involved in implementing the Grant Activity, including itself and its personnel:

- (a) are not directly or indirectly engaged in, preparing, planning, assisting in or fostering the doing of a terrorist act;
- (b) are not, and do not become listed on the 'List of Terrorist Organisations' made under *the Criminal Code Act 1995* (Cth) and related regulations, posted at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;
- (c) are not, and do not become listed on the 'Sanctions List' made under the *Charter of the United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth), and related legislation, posted at <http://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx>;
- (d) are not, and do not become listed on and the World Bank's "Listing of Ineligible Firms and Individuals" posted at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>;
- (e) are not acting on behalf of, or at the direction of, individuals, persons, entities or organisations listed on the Lists referred to in subparagraphs (b) to (d);
- (f) are not owned or controlled by individuals, persons, entities or organisations mentioned in

subparagraphs (b) to (d); and

- (g) do not to provide direct or indirect support, resources or assets (including the Commonwealth funding under any Grant Activity) to individuals, persons, entities or organisations associated with terrorism or mentioned in subparagraphs (b) to (d).
- (h) The Grantee will inform the Commonwealth immediately if it discovers that it or a contractor, sub-contractor or grant recipient has or may have contravened this clause.
- (i) This clause survives the expiry or termination of this Agreement.

13.3 Anti-corruption

The Grantee warrants that the Grantee and its personnel have not made or caused to be made, or received or sought to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement.

The Grantee must not, and must ensure that its personnel do not:

- (a) make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to this Agreement; or
- (b) engage in any practice that could contravene the Australian offence of bribing a foreign public official.

13.4 Child protection

The Grantee must comply, and must ensure that its contractors, subcontractors and personnel comply with DFAT's Child Protection Policy, accessible at <http://www.dfat.gov.au/childprotection/>.

The Commonwealth may conduct a review of the Grantee's compliance with the Child Protection Policy. The Commonwealth will give reasonable notice to the Grantee and the Grantee must participate co-operatively in any such review.

If the Commonwealth finds that the Grantee has failed to comply with the Child Protection Policy, the Grantee must promptly, and at the cost of the Grantee, take such actions as are required to ensure compliance with the Child Protection Policy.

If an individual, the Grantee must sign and return to the Commonwealth, the Child Protection Professional Behaviours at Attachment B to DFAT's Child Protection Policy.

A successful Grantee will be required to sign and return to the Commonwealth, the Working with Vulnerable People Statement of Compliance.

13.5 Intellectual Property

The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Grant Activity.

The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes. The licence does not apply to Activity Material.

The Grantee represents and warrants that the Commonwealth's use of the Reporting Material for Commonwealth Purposes will not infringe the Moral Rights of any person that contributed to the Material in the Reporting Material.

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

The following definitions apply to this clause:

- (a) 'Activity Material' means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Grant Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- (b) 'Commonwealth Purposes' does not include commercialisation or the provision of the Activity Material to a third party for its commercial use.
- (c) 'Existing Material' means Material developed independently of this Agreement.
- (d) '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* (Cth)).
- (e) '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.
- (f) 'Moral Rights' means a right of attribution of authorship; a right not to have authorship falsely attributed; or a right of integrity of authorship.
- (g) 'Reporting Material' means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement.

13.6 Governing Law

This Agreement is governed by the law of the Australian Capital Territory, Australia.

13.7 Preventing Sexual Exploitation Abuse and Harassment (PSEAH)

The Recipient must comply, and must ensure that individuals and organisations involved in implementing the Activity comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>.

DFAT may conduct a review of the Recipient's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least fourteen (14) days) to the Recipient and the Recipient must participate co-operatively in any such review.

The Recipient must report to seah.reports@dfat.gov.au any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Activity within 48 hours of becoming aware of the case. The Recipient must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days.

In reporting to DFAT as required pursuant to clause 8. Privacy, the Recipient must comply with the Privacy Act 1988 (Cth) and the privacy provisions in the Sexual Exploitation, Abuse and Harassment (SEAH) Incident Notification Form, available on DFAT's website.