

**Grant Agreement [INSERT YEAR]  
Kyeema Innovation Business Challenge for Veterinary Students**

This Grant Agreement ('Agreement') is entered into on this the **(Effective Date)** by and between:

1. Kyeema Foundation Ltd (hereafter 'Kyeema')  
ABN 84 107 210 015  
Level 7, 307 Queen St  
Brisbane Qld 4000  
AUSTRALIA

2. [LIST GRANTEE] (hereafter 'the Grantee')

(collectively referred to hereafter as the 'Project Parties' (collectively) or 'Project Party' (to refer to one party) agree to the terms of this relationship for the [INSERT NAME OF PROJECT] (hereafter 'the Project').

**WHEREAS:**

Kyeema has selected the Grantee for the purposes of receiving grant funding, to the value outlined in their proposal (Schedule 2).

The Australian Department of Foreign Affairs and Trade (DFAT) has provided funding to Kyeema for the purposes of this agreement through the Australian NGO Cooperation Program (ANCP).

The Grantee has represented that they fully meet the selection criteria for receiving the grant.

AND WHEREAS pursuant to negotiations between the project parties, Kyeema has agreed to provide funding, the Grantee has agreed to execute their proposed initiative based on the terms and conditions contained as follows:

**1. Working together**

1.1. The Parties acknowledge that working together provides the opportunity for better outcomes through:

- (a) encouraging the exchange of ideas;
- (b) providing practical advice and assistance where appropriate;
- (c) enabling one another to tap into wider networks for information exchange and learning; and
- (d) leveraging additional support where needed.

1.2. The Project Parties agree to work in a spirit of partnership based on mutual respect, accountability, good governance, trust, fairness, and open and professional interactions.

1.3. To this end the Project Parties agree to:

- commit to cooperation and collaboration
- acknowledge and respect the differences between the Project Parties where they arise
- identify and discuss Project risks
- communicate in an open, truthful, and ethical way, and
- keep one another abreast of Project progress including new developments.

1.4. The Project Parties will work in such a way as to align with the terms of the Innovation Business Challenge, as set out in the grant documentation.

1.5. The Project Parties are committed to preserving human rights and ethical practice and will do everything in their power to:

- prevent the trafficking of human beings and prevent slavery
- ensure that no part of the Project could aid or support terrorism or terrorists in any way
- ensure that there is no bribery or corrupt activities associated with the Project, and
- protect children (under the age of 18) and vulnerable adults from exploitation and abuse.

## 2. Policies and Procedures

2.1. The Grantee agrees and acknowledges that:

- (a) the Grantee will comply with the policies and procedures of Kyeema as set out on Kyeema's website (<https://kyeemafoundation.org/about-us/our-policies/>), as may be varied or modified by Kyeema from time to time ("**Kyeema Policies**");
- (b) Kyeema has the right to vary or modify any or all of the Kyeema Policies at any time;
- (c) the nominated representative of the Grantee shall, at the time of execution of this Agreement, acknowledge their understanding of the Kyeema Policies by signing and delivering to Kyeema an acknowledgement in the form of Schedule 1 (*Kyeema Foundation Policies*) of this Agreement; and
- (d) the Grantee shall not violate any applicable anti-bribery or anti-corruption law, and shall not make or accept any offer, gift, payment or benefit, which could be construed as an illegal or corrupt practice, as an inducement or reward in relation to the Project.

2.2. As part of the Project's management procedures, the Grantee shall assess, report and escalate, mitigate and manage financial risk including risks relating to fraud, corruption and terrorism financing.

2.3. The Grantee shall differentiate between development and non-development activities. Non-development activities (religious or partisan political) shall not form part of the Project. If the Grantee has programs which have components that involve religious or

partisan political activities, the Grantee will ensure that these activities are promoted and accounted for separately to activities that involve Kyeema.

2.4. The Grantee agrees to abide by Kyeema's Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) policy and procedure in addition to Kyeema's Child Protection policy and code of conduct. The Grantee recognises the importance of ensuring that these policies and procedures are taken seriously and handled with care due to their severity and sensitive nature.

### **3. Scope of Work**

The Grantee will deliver the initiative outlined in their Approved Project Proposal dated [Insert date] (Schedule 2).

### **4. Reporting and Payment Terms**

As support for the outlined initiative, Kyeema shall pay the Grantee the outlined funding amount as specified in the Approved Project Budget (Schedule 2). This will be paid on submission of a request for payment (Schedule 3). The Grantee understands that the milestone payments will be made in increments, as outlined in Schedule 4. To receive the next milestone payment, the Grantee must

- show that the previous amount has been used meaningfully,
- show that the Grantee has complied in full with this Agreement,
- provided a progress report (Schedule 5), and
- provide an expenditure report based on the approved project milestone budget.

The Grantee must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Grantee must:

- keep proper and detailed accounts, records and assets registers including clear audit trails and adequate Project management records in relation to expenditure under this Agreement.
- afford adequate facilities for audit and inspection of the financial records at all reasonable times and allow copies and extracts to be taken including bank statements.
- provide quarterly activity reports as per the report format contained in Schedule 5.
- a draft final program report and financial statement must be submitted within 30 days of the completion of the Project, and a final report within 14 days of receipt of comments on the draft. The financial statement must acquit the funds against the budget referred to in Schedule 2.

### **5. Publicity**

The Grantee must acknowledge Kyeema, DFAT ANCP and their university in any publicity material related to the received grant and, where appropriate, defer to Kyeema on matters relating to any publicity and media relations in relation to this project. The Grantee agrees, where appropriate, to acknowledge Kyeema, DFAT ANCP and their universities contribution to their start up business publicity and/or written materials, including publications, posters, stickers, leaflets or similar.

Written materials, published training modules and publications should be submitted to Kyeema in draft form for approval with a reasonable period of time before they go into production.

Kyeema and the Grantee agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Kyeema or the Grantee before the Effective Date or developed by either party during the term of this Agreement, shall remain the property of that party.

The Grantee shall not unreasonably withhold granting (on terms to be agreed) a license to Kyeema on a non-exclusive, and royalty-free basis to use publicity materials created by the Grantee during the course of the Project for such positive impact purposes as Kyeema or the Commonwealth of Australia through the ANCP Program determines (as the case may be). "Use" in this context may include the right to use, sub-licence, reproduce, adapt, modify, distribute and communicate the business activities and outcomes.

Where Kyeema has provided the Grantee with any of its Intellectual Property Rights for use in connection with the business (including without limitation its name and logo), the Grantee shall immediately, on termination of this Agreement or at the written request of Kyeema, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by Kyeema.

For the purpose of this Agreement Intellectual Property Rights shall mean: all patents, copyrights trademark, logos and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions; and Know-How shall mean: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

## **6. Confidentiality**

a. Each Party agrees to comply with the confidentiality provisions set out in Schedule 6 (*Confidentiality*) of this Agreement.

## **7. Indemnity and Insurance**

The Grantee indemnifies and agrees to keep indemnified: Kyeema, their officers, employees and agents from and against any loss, damages or costs arising from any claim, demand, action, suit or proceeding that may arise out of the performance of this Agreement or the delivery of the business (including, without limitation, any negligence or misconduct) by the Grantee, its personnel or its agents, or third party claims in connection with the performance of the proposed activities for which the grants is made or otherwise.

The Grantee must take out and maintain adequate insurance against claims by third parties resulting from acts performed in carrying out the business.

The Grantee must advise Kyeema immediately of any difficulties or delays in implementation of the business.

The Grantee must not represent itself and ensure that its volunteers, employees, agents and sub-contractors participating in the business do not represent themselves as being employees, partners or agents of Kyeema.

## **8. Procurement**

Each Grantee is responsible for their own costs and procurement, and should in principle ensure that:

- (a) goods procured are of a satisfactory quality;
- (b) goods are delivered in good order and condition and in accordance with the business start-up workplan;
- (c) the price paid for goods procured represents value for money; and
- (d) a professional approach be reflected in the purchasing process including ethical behaviour and fair dealing.

## **9. Termination of Agreement**

### Termination for Breach

If the Grantee:

- breaches this Agreement, or Kyeema's Code of Conduct or any policy and procedure outlined in Schedule 1;
- becomes, or Kyeema considers there is a reasonable prospect of the Grantee becoming, bankrupt or insolvent;
- where, in the opinion of Kyeema, the Grantee acts or fails to act in such a way that the reputation of Kyeema may be damaged;
- makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; and/or
- fails to commence, or in the opinion of Kyeema, fails to make satisfactory progress in carrying out the business and such failure has not been remedied within the time specified in a written request from Kyeema to remedy the failure;

then in every such case Kyeema shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

Kyeema requires anyone under formal investigation for offences relating to child exploitation and abuse to be suspended from duty without grant payment during an investigation.

Kyeema reserves the right to terminate this Agreement if the Grantee is found to be in breach of the Child Protection Policy and PSEAH Policy attached to this agreement.

### Termination Without Breach

In addition, either Project Party may terminate this Agreement by giving to the other a Notice of Intention to Terminate in writing, stating the reasons for termination.

No later than fourteen (14) days after receipt of a Notice of Intention to Terminate, the Project Parties shall meet to fully co-operate in good faith a joint determination of the following;

- the date of termination;
- the appropriate method and manner for effecting the necessary winding-up of the Project;
- a reconciliation of the funds supplied by Kyeema and identification of any Interest earned thereon as at the date of termination;
- the extent of Kyeema's financial responsibilities, within the amount of the Grant at the date of termination;
- any issues arising from the termination of concern to Kyeema with regards to its relationship with a recipient government; and

- other matters which arise as a consequence of the termination.

In the event that parties fail to reach notice within 7 days of meeting, then Kyeema shall determine these matters at its discretion.

In the event that a Notice of Intention to Terminate is given by any Project Party, the Grantee must:

- forthwith do everything possible to prevent or mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall terminate its role in the Project in a prompt and orderly manner; and
- refund any uncommitted part of any tranche or funds already paid by Kyeema, together with any uncommitted Interest, within 7 days of the date of the determination.

#### Consequences of termination

Except in the case of termination for breach, Kyeema shall:

- if so determined as provided above, provide such funds as may be agreed as necessary to meet existing financial commitments and obligations and which together would not exceed the total amount of the grant; and
- not be liable to pay compensation.

No delay, neglect or forbearance by either party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that party.

#### **10. Notices**

Any communication in any form to be given or made by a Party in connection with this Agreement must be in writing and shall be sent by (i) letter delivered personally, (ii) pre-paid post or airmail or (iii) e mail, and addressed as follows:

- i. in the case of Kyeema:

*Address:* [GPO Box 3023, Brisbane QLD 4001]

*Attention:* Chief Executive Officer

*Email:* kyeema@kyeemafoundation.org

- ii. in the case of the Grantee:

*Address:*

*Attention:*

*Email:*

#### **11. General**

- a. No delay, neglect or forbearance by either Party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that Party.
- b. Nothing in this Agreement or any arrangement contemplated by it is intended to, or shall be construed so as to establish or imply any partnership or a relationship of principal and agent between any of the Parties or constitute any Party as the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.



- c. No amendment or variation of this Agreement shall be effective unless it is made in writing and is signed by or on behalf of the Parties.
- d. This Agreement may be executed in any number of counterparts, each of which shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.
- e. This Agreement is governed by the laws of Queensland. The Parties shall act in good faith to resolve, in an amicable manner, any dispute, controversy or claim arising out of, or in connection with the existence, validity, interpretation or performance of this Agreement.

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**Schedule 1:  
Kyeema Foundation Policies**

**To: Kyeema Foundation Limited**

ABN 84 107 210 015

L7 307 Queen St

Brisbane Qld 4000, Australia

By signing below, I certify that I have sighted, read and understood the following documents obtained either by email from Kyeema Foundation on my request, or by visiting Kyeema Foundation's website <https://kyeemafoundation.org/about-us/our-policies/>.

I understand that these documents/policies may change from time to time, and that it is my responsibility to keep myself updated on a regular basis:

**Please sign off on the following:**

Kyeema Foundation Code of Conduct

Child Protection Policy and Child Protection Code of Conduct

**Please tick off below on policies received and read:**

- Fraud Control and Anti-corruption policy
- Counter-terrorism Policy
- Complaints Policy
- Conflict of Interest Policy
- Non-development Policy
- Privacy Policy
- Transparency Policy
- Gender Equity and Social Inclusion Policy
- Diversity and Inclusiveness Policy
- Communications Policy (including Image and Message Guidelines)
- Environment Policy
- Fundraising Policy
- Risk Management Policy

Organisation Name:	
Organisation Representative:	
Signature:	
Date:	



**Schedule 2: Terms of Reference/Scope of Work**

Summarise here and attach Approved Project Proposal, Workplan and Budget

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**Schedule 3: Request for Payment Template**

Insert Organisation details

Attention:  
Kyeema Foundation,  
Level 7, 307 Queen Street  
Brisbane Queensland 4000 Australia

**Kyeema Foundation Grant to .....**

**Payment Instructions**

Please pay the above account by cheque / bank transfer to:

Account Name:

Account No:

Account Currency:

BSB No:

Bank Name:

Bank Address:

SWIFT CODE:

Signature:

### Schedule 4: Payment Terms

#### Milestone Payment Increment Requirements

Milestone 1	TBD	(insert project milestones)
Milestone 2	TBD	(insert project milestones)
Milestone 3	TBD	(insert project milestones)
“etc.”		

Payment of milestones will only be made on evidence that the Grantee is in compliance with this Agreement and has achieved the milestones outlined in the table above. The Grantee will submit a milestone report before a payment instalment is made. A template for the milestone report is attached as Schedule 5.

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## **Schedule 5: Draft Milestone Report Format**

### **Executive Summary**

#### **Main text**

- Introduction
- Description of activities undertaken during milestone reporting period and achievements. How is the business progressing towards its objectives?
  - If the business/innovation is gaining traction more widely, how has the funding created further interest or investment?
  - Estimate on the amount of people this business is impacting on or if it has generated other innovations
- Explanation of differences between activities planned for the reporting period and actual activities implemented
- Constraints and issues to be addressed including risks or obstacles
- Recommendations on issues requiring attention
- Report on cross-cutting issues (GEDSI, One Health)
- Proposed activities for next milestone reporting period

#### **Annexes (as required)**

- Workplan
- Risk Management Plan
- Financial acquittal

#### **Additional Notes**

- Font size should be 12 in a standard writing font (e.g. Georgia, Times New Roman, Garamond, Arial).
- Any photos used in the report should be provided with captions.
- If files are larger than 1MB, then any photos should be sent separately with instructions on where they should be inserted in the text.

## Schedule 6: Confidentiality

### 1. Definitions

1.1. In this Schedule 6 the following definitions apply:

(a) **‘Confidential Information’** means any information provided by the Provider or any of its Representatives to the Recipient or any of its Representatives, or otherwise obtained by the Recipient or any of its Representatives, whether obtained before or after execution of the Agreement, in connection with the Express Purpose or the Provider in any way.

Without limiting the above, Confidential Information includes all confidential business information, documents, records, financial information, reports, intellectual property, product specifications, technical information and forecasts which relate to the Provider or its Related Entities or the business, products or processes of the Provider or its Related Entities, the fact of the Express Purpose and that the Confidential Information may be or has been provided, and the terms of this Schedule 6.

Confidential Information does not include information which is in or becomes part of the public domain (other than through a breach of this Schedule 6 or an obligation of confidence owed to the Provider or any of its Related Entities) or which the Recipient can prove was independently acquired or developed by it without breaching this Schedule 6.

(b) **‘Express Purpose’** means to assess the commercial feasibility of cooperation arrangements between the parties on contracts, activities or funding opportunities of mutual interest.

(c) **‘Personal Information’** means any information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion which is disclosed for the Express Purpose.

(d) **‘Privacy Law’** means legislation, statutory instruments and any other enforceable codes or guidelines regulating the collection, use and/or disclosure of personal information that applies to any of the parties or to this Schedule 6.

(e) **‘Provider’** means that party which provides the Confidential Information to or at the request of the other party, who is the ‘Recipient’ in that context.

(f) **‘Recipient’** means that party which receives the Confidential Information to or at the request of the other party, who is the ‘Provider’ in that context.

(g) **‘Related Entity’** in respect of a person means any person who is an associate of that person under the laws of Queensland.

(h) **‘Representative’** means any director, officer, employee, agent, contractor, financier, professional adviser or Related Entity of a party.

### 2. Obligations of Confidentiality

2.1. The Recipient acknowledges that the Confidential Information is valuable to the Provider. In consideration for the Provider providing the Confidential Information to the Recipient for the Express Purpose, the Recipient accepts and agrees to be bound by the terms of this Schedule 6.

2.2. Subject to Clause 3, the Recipient must, subject to the terms of this Schedule 6, comply with the following obligations at all times:

- (a) the Recipient must keep the Confidential Information secret and preserve its confidential nature and must not use Confidential Information for any purpose other than the Express Purpose;
- (b) the Recipient must not disclose or permit the disclosure of the information (i) to any person other than its Representatives who need to know the information for the Express Purpose, (ii) to the extent that disclosure is required by law or (iii) with the Provider's written consent; and
- (c) the Recipient must (i) protect the Confidential Information against unauthorised access, use or disclosure, (ii) immediately notify the Provider of any unauthorised access to, use or disclosure of the information, and (iii) comply with any reasonable direction from the Provider in relation to the protection of the information.

### **3. Permitted disclosures**

3.1. This Schedule 6 does not prohibit the disclosure of Confidential Information by the Recipient to the extent that any of the following terms apply:

- (a) the Provider has consented in writing to such disclosure;
- (b) the disclosure is to a Representative of the Recipient who needs to know the Confidential Information for the Express Purpose and the Recipient has complied with Clause 5.1 in relation to the disclosure; or
- (c) the disclosure is required by law and the Recipient has complied with Clause 4.1 in relation to the disclosure.

### **4. Limitation on disclosure required by law**

4.1. If the Recipient considers that disclosure of Confidential Information is required by law, it must do the following:

- (a) promptly notify the Provider of the requirement;
- (b) take all reasonable steps to narrow the requirement to disclose the Confidential Information; and
- (c) assist and co-operate with the Provider if the Provider seeks to limit or resist the requirement for the Confidential Information to be disclosed.

### **5. Disclosure to Representatives**

5.1. The Recipient must ensure that each of the following are complied with:

- (a) its Representatives are made aware of the confidential nature of the Confidential Information and the terms of this Schedule 6 before any of its Representatives are provided with or have access to Confidential Information; and
- (b) its Representatives do not do or fail to do anything that, if done or not done by the Recipient, would amount to a breach of the Recipient's obligations in this Schedule 3.

### **6. Confidential Information**

6.1. The Confidential Information remains the property of the Provider at all times. At the Provider's request the Recipient must immediately return to the Provider or destroy all

material containing Confidential Information in its possession, power or control, including any material created or generated by the Recipient.

6.2. The Provider makes no representations or warranties in relation to the Confidential Information, including the completeness of any information provided.

6.3. To the maximum extent permitted by law, the Provider disclaims all liability for any loss or damage suffered by any person using, disclosing, relying or acting on any information disclosed by the Provider or any of its Representatives.

## **7. General provisions**

7.1. The Recipient's obligations in this Schedule 6 continue to apply other than to the extent that the Provider specifically releases the Recipient in writing from any such obligations or to the extent that any information is no longer confidential. Information will not be confidential to the extent that it is expressly identified as not being Confidential Information in the definition of Confidential Information.

7.2. The Recipient continually indemnifies the Provider against any claim, liability, loss, damage or expense (including legal costs on a full indemnity basis) that the Provider incurs or suffers directly or indirectly as a result of a breach of this Schedule 6 by the Recipient or any of its Representatives, any unauthorised disclosure or use by a person who received Confidential Information from any of them or a breach of any Privacy Law.

**Execution Page**

This Agreement is executed on the date first above written.

**Signed** for and on behalf  
of **Kyeema Foundation Limited**

Name:  
Title:

**Signed** for and on behalf  
of []

Name:  
Title:

**Signed** for and on behalf  
of []

Name:

Title: