

BACKGROUND

- A. We are seeking to help community organisations save, reuse or improve the health of their local water sources.
- B. We are prepared to fund you to undertake the project described in Schedule 2 of this Agreement.
- C. It is a condition of the funding for the project that you comply with this Agreement.
- D. One of the requirements of this Agreement is that you obtain all necessary approvals and permits before commencing work on the project.

TABLE OF CONTENTS

BACKGROUND	9
TABLE OF CONTENTS	10
DEFINITIONS OF WORDS USED IN THIS AGREEMENT	12
2. YOUR LEGAL RESPONSIBILITY	14
3. NOTICE REQUIREMENTS	14
3.1 WHEN NOTICE IS RECEIVED	14
3.2 YOU MUST NOTIFY US OF CERTAIN MATTERS	14
4. WHEN THIS AGREEMENT STARTS	15
6. WHEN YOU ARE TO COMMENCE AND COMPLETE THE PROJECT	15
6.1 PROJECT COMPLETION	15
7. HOW AND WHEN WE CAN END THIS AGREEMENT EARLY	15
PAYMENTS STOP	16
7.1 PAYMENTS STOP	16
7.2. AMOUNTS YOU MUST REPAY	16
7.3 WE MAY HAVE OTHER RIGHTS	16
7.4 YOUR COSTS	16
8. DOCUMENTS RECORDING OUR RELATIONSHIP	16
9. NATURE OF RELATIONSHIP BETWEEN YOU AND US	17
10. GENERAL CONDUCT OF THE PROJECT	17
10.1 DILIGENT	17
10.2 LAW	17
10.3 OBTAIN CONSENT OF LANDOWNER	17
10.4 MAINTENANCE	18
10.5 RAIN WATER TANKS	18
10.6 IRRIGATION CLAUSE	18
10.7 CONSULT INDIGENOUS PEOPLE	18
10.8 LOCAL PLANTS	18
10.9 ACKNOWLEDGE CWG'S ROLE	18
10.10 INVITE MEMBERS OF PARLIAMENT TO PUBLIC EVENTS	18
10.12. APPROVAL REQUIRED TO TRANSFER YOUR RIGHTS	19
11. HOW YOU MUST USE AND MANAGE PROJECT-RELATED FUNDS	19
11.1 SPEND ON YOUR PROJECT	19
11.2 SPEND YOUR OWN CONTRIBUTION	19
11.3 KEEP ACCOUNTING AND OTHER RECORDS	19
11.4 ACCOUNT IN YOUR NAME AND CONTROL	19
11.5 UNSPENT FUNDS	19
11.6 FOLLOW OUR DIRECTIONS	19

12. ALLOW US ACCESS TO PREMISES AND RECORDS	20
12.1 YOU MUST PROVIDE ASSISTANCE	20
13. YOUR REPORTING RESPONSIBILITIES	20
13.1 PROGRESS REPORTS	20
13.2 FINAL REPORT	20
13.3 INDEPENDENTLY AUDITED FINANCIAL STATEMENT	20
13.5 NON-COMPLIANCE	21
14. WHAT INFORMATION WE MAY GIVE TO OTHERS ABOUT YOU AND THE PROJECT	21
15. YOUR RESPONSIBILITIES WHEN WORKING WITH OTHERS	21
15.1 SUPERVISION	21
15.2 PAYMENT	21
15.3 ENSURING PROPER CONDUCT	21
15.4 RELATIONSHIP	21
15.5 OUR ACCESS TO PREMISES ETC.	21
16. INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT	22
16.1 LICENSE TO US	22
17. INSURANCE	22
17.1 EVIDENCE OF COVER	22
17.2 EFFECT OF INSURANCE COVER ON YOUR PROJECT OBLIGATIONS	22
18. TAXES DUTIES AND GOVERNMENT CHARGES	22
18.1 ABN	22
18.2 WE PAY ANY GST YOU HAVE TO PAY ON THE FUNDS	22
18.3 YOUR GST STATUS	22
18.4 OUR GST STATUS	23
18.5 RECIPIENT CREATED TAX INVOICES	23
19. YOU INDEMNIFY US IF THINGS GO WRONG	23
19.1 YOU DO NOT INDEMNIFY TO THE EXTENT WE ARE AT FAULT	23
19.2 WE HAVE ADDITIONAL RIGHTS AS WELL	23
20. CONTINUATION OF THIS AGREEMENT	23
21. RESOLUTION OF CONFLICT OR INCONSISTENCIES BETWEEN DOCUMENTS	24
22. THE LAW GOVERNING THIS AGREEMENT	24

DEFINITIONS OF WORDS USED IN THIS AGREEMENT

In this Agreement, unless the contrary intention appears:

ABN	has the same meaning as it has in section 40 of the A New Tax System (Australian Business Number) Act 1999 (Cwth)
adjustment note	has the same meaning as it has in section 195-1 of the GST Act
Agreement	is defined in clause 8
authorised person	is the person authorised to sign this Agreement in their own right as a party to the Agreement or on your behalf
business day	in relation to the doing of any action in a place, means any day other than a Saturday, Sunday, or public holiday in that place
date of this Agreement	means the date on which we sign and date this Agreement
Community Water Grants or CWG	means the Community Water Grants Programme
contact person(s)	Are the representatives of you and us specified in Schedule 1 who will be the first points of contact for the project
DEH	Means the Department of the Environment and Heritage
electronic communication	has the same meaning as in the Electronic Transactions Act 1999 (Cwth)
existing material	means all material in existence before the date of this Agreement: (a) incorporated in the project material; or (b) supplied with, or as part of the project material; or (c) required to be supplied with, or as part of, the project material
funding or funds	means the amount or amounts payable by us under this Agreement, including interest earned on that amount
GST	has the same meaning as it has in section 195-1 of the GST Act
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999 (Cwth)
GSTR 2000/10	Means the Goods and Services Tax Ruling 2000/10 relating to Recipient Created Tax Invoices (RCTIs). This ruling is available from the Australian Taxation Office
intellectual property rights	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields
material	includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same
NRMPD	Natural Resource Management Programmes Division
party	means a party to this Agreement

project	means the activity described in Schedule 2, which aims to fulfil one or more of the goals of the CWG
project material	means all material: (a) brought into existence for the purpose of performing the project; (b) incorporated in, supplied or required to be supplied along with the material referred to in paragraph (a); or (c) copied or derived from material referred to in paragraphs (a) or (b)
project period	means the period referred to in Clause 6 during which the project needs to be completed
records	includes documents, information and data stored by any means, and all copies and extracts of them
taxable supply	has the same meaning as it has in the GST Act
us, we and our	includes our officers, delegates, employees and agents, and our successors
you and your	includes, if the context admits, your officers, employees, agents and subcontractors, and your successors

2. YOUR LEGAL RESPONSIBILITY

Only individuals and other legal entities (such as incorporated bodies) are eligible for CWG funding.

If you are an incorporated body, you must notify us if at any time during the period of this Agreement it appears likely that you will become unincorporated, or if you become unincorporated.

If you are a trustee of a trust, then you warrant that:

- you have the power to enter this Agreement, and
- you are not in breach of any document constituting that trust (for example, the trust deed).

3. NOTICE REQUIREMENTS

All notices under this Agreement must be given in writing, either

- directed to the recipient's address as shown in this Agreement or as updated by a notice; or
- hand delivered or sent by pre-paid post or electronic communication to that address.

The parties' address details are as specified in Schedule 1. Our address details are also set out later in this clause.

A notice given in accordance with this clause is taken to be received at the time that would be the time of receipt under the Electronic Transactions Act 1999 (Cwth) if a notice was being given under a law of the Commonwealth.

3.1 WHEN NOTICE IS RECEIVED

A notice given in accordance with this clause is taken to be received:

- If hand delivered, when received; or
- If sent by post, 5 business days after the date of posting; or
- If sent by electronic communication, at the time that would be the time of receipt under the Electronic Communications Act 1999 (Cth) if notice was being given under a law of the Commonwealth.

3.2 YOU MUST NOTIFY US OF CERTAIN MATTERS

You must notify us :

- a) when you have started your project;
- b) one month before completion of your project to enable promotion, minister/local member to attend launch of project;
- c) when you have completed your project;
- d) if your contact person or their contact details (specified in Schedule 1) change, or when the contact person will be uncontactable for a period of 30 days or more;
- e) if your project has not commenced within 9 months of the start of this Agreement or if your project will not be completed within 12 months of the start of this agreement; and
- f) if you will not be able to comply with any of your obligations under this Agreement, for example, if you will not be able to undertake all project activities.

You should send notices to the following address:

cwg@deh.gov.au, or

Community Water Grants

Reply Paid

GPO Box 787

CANBERRA ACT 2601.

4. WHEN THIS AGREEMENT STARTS

The Agreement starts as soon as we sign the Agreement – after you have completed, signed and returned two copies of this Agreement and its schedules to us.

If we do not receive these documents within 60 days of you receiving your offer of funding our offer to fund your project will lapse.

5. PAYMENT OF FUNDS

After the Agreement has started, we will pay the funding into your nominated Bank account.

6. WHEN YOU ARE TO COMMENCE AND COMPLETE THE PROJECT

You must commence the project in sufficient time to enable the project to be completed within 12 months of the start of this agreement. Your project must, in any event, commence within 9 months of the start of this agreement. If you do not commence your project within 9 months of the start of this agreement then contact us - as per Notice requirements in Clause 3.

6.1 PROJECT COMPLETION

You must complete the project within 12 months of the start of this Agreement. However, we may agree to extend that deadline if completing the project on time is prevented by the weather or unforeseen circumstances. If you need to seek a project variation, then contact us – as per Notice requirements in Clause 3.

However, we may end the Agreement early in the ways allowed in Clause 7.

7. HOW AND WHEN WE CAN END THIS AGREEMENT EARLY

We can end this Agreement early by giving you Notice.

If that happens, then the Agreement ends as soon as you receive our written notice. We will only end the Agreement if we consider it appropriate to do so.

7.1 PAYMENTS STOP

If we end the Agreement, then the only further funds we will pay you are for amounts that you are able to show in writing that you were legally committed (in writing) to paying both:

- in accordance with this Agreement; and
- at the time we ended the Agreement.

We will not pay any other amounts.

7.2. AMOUNTS YOU MUST REPAY

If we end the Agreement early, then you must repay to us all amounts we have paid to you:

- other than those amounts that you have spent in accordance with this Agreement. That means you must repay us any amounts spent in breach of this Agreement even if you have already paid them to someone else, and
- other than those amounts that you are able to show in writing that you were legally committed (in writing) to paying (in accordance with this Agreement) at the time we ended the Agreement.

Any amounts owed to us under this clause are to be treated as a debt due to us, which we are able to recover as a debt in any court of competent jurisdiction.

7.3 WE MAY HAVE OTHER RIGHTS

This clause does not limit or exclude any of our other rights under all relevant laws – including the right to recover any other amounts from you when the Agreement ends.

7.4 YOUR COSTS

If we end the Agreement early, then you will be entitled to any reasonable costs incurred by you and directly attributable to the ending of this Agreement – as long as:

- the reason we ended the Agreement does not relate to you either being in breach of the Agreement, or mispending funds under it; and
- you comply with this clause, and
- you can prove those costs.

However, you will not be entitled to compensation for any lost profits, benefits, or prospective profits or benefits.

8. DOCUMENTS RECORDING OUR RELATIONSHIP

This document and its schedules (referred to below), and any other attachments to this document form the entire Agreement between us and you in relation to the funding. It takes precedence over any proposal or application that you may have given us for the funding.

- Schedule 1 – details of the parties to the contract.
- Schedule 2 – describes the project that you will undertake and that you are provided funds to undertake.
- Schedule 3 – describes the plan for your project, for up to 12 months. It also describes the monitoring arrangements for the construction and operation phases of your project.
- Schedule 4 – describes the budget for your project.
- Schedule 5 – describes permit requirements and risk assessor’s comments. This schedule is only applicable if your project was risk assessed.

Any variation of the Agreement must be agreed in writing between you and us.

9. NATURE OF RELATIONSHIP BETWEEN YOU AND US

This Agreement does not create an employment relationship between us and you. In particular, none of you, your officers, employees, agents, subcontractors or any volunteers become our employees under this Agreement. Also, we are not responsible for any acts or omissions by you or any of them.

10. GENERAL CONDUCT OF THE PROJECT

In conducting the project, you must comply with the requirements in this clause.

10.1 DILIGENT

You must carry out the project within the project period and in accordance with:

- this Agreement; and
- the Australian Government CWG Guidelines for Round 2.

You must do that diligently, effectively and to a reasonable standard.

10.2 LAW

You must undertake the project in accordance with all relevant laws.

You should note that under the Criminal Code Act 1995 (Cwth), giving false or misleading information is a serious offence.

You must ensure that all necessary approvals and permits are obtained before starting any work that requires an approval or permit. You must comply with the requirements of any such permits and approvals.

10.3 OBTAIN CONSENT OF LANDOWNER

If you do not own the land on which the project is to be carried out as set out in Schedule 2, you warrant that you have obtained the consent of the land owner to conduct the project on that land.

10.4 MAINTENANCE

You agree to take reasonable efforts to maintain the works or improvements built or made as part of the project, including fencing if applicable, for a period of at least 10 years from the completion of the project. If you do not own the relevant land, you must obtain the agreement of the land owner to allow you to fulfil your obligations under this clause, or you must obtain the agreement of the landowner to the landowner fulfilling those obligations.

10.5 RAIN WATER TANKS

If your project involves installing rainwater tanks or other rainwater storage devices they will need to be fitted with a backflow prevention valve if connected to reticulated water supplies to stop rainwater siphoning back into reticulated water supply. The tank must also be fitted with a mosquito screen.

If the stored rainwater is to be used for drinking the water quality must be monitored closely by an authorised person in conjunction with the Health Authorities in your area.

You should refer to the document "Guidance on the use of rainwater tanks" (http://enhealth.nphp.gov.au/council/pubs/pdf/rainwater_tanks.pdf)

10.6 IRRIGATION CLAUSE

Water saved as a result of upgrading your irrigation system must not be used for private gain eg to increase commercial production or be sold for financial gain. Water saved as a result of the project must either be returned to the community water supply or to environmental flows (Environmental flows assist in maintaining the health of our surface waters eg rivers or ground water).

10.7 CONSULT INDIGENOUS PEOPLE

If your project might affect the rights or interests of local Aboriginal or Torres Strait Islander individuals or organisations, or an Indigenous heritage place or value, then you must consult with the appropriate individuals or organisations in a way that is consistent with the *Ask First – A guide to respecting Indigenous heritage places* (which you can download from the CWG website) and notify us of any requirements.

10.8 LOCAL PLANTS

If your project has any vegetation and revegetation activities related to it, then you must plant local endemic species.

10.9 ACKNOWLEDGE CWG'S ROLE

At any media event related to your project, you must verbally acknowledge the Australian Government's contribution through the CWG. You must also do that in writing in any publication produced as part of the project and consistent with the *Community Water Grants Style Guide* which you can download from the CWG website.

10.10 INVITE MEMBERS OF PARLIAMENT TO PUBLIC EVENTS

If your project is to be brought to the public's attention at any event, then you need to invite to that event both a Senator from your state or territory, and the Federal Member of Parliament for the electorate in which the project is based. You need to give them at least 14 days notice of that event. You must do this whether the activity is generated on behalf of the project or forms part of other promotional activities related to your project.

10.11 WATER EFFICIENCY LABELLING AND WATER STANDARDS

If your project will involve the installation of water use or water saving products of a kind that are WELS products within the meaning of subsection 18(1) of the Water Efficiency Labelling and Standards Act 2005 (eg taps, toilets, showers urinals), you must use products that are registered and labelled in accordance with the WELS standards for those products and where possible, be at

least a 3 star rated product. Details of WELS compliant products can be found at <http://www.waterrating.gov.au/>

10.12. APPROVAL REQUIRED TO TRANSFER YOUR RIGHTS

You must not assign your rights under this Agreement without first getting our written approval.

11. HOW YOU MUST USE AND MANAGE PROJECT-RELATED FUNDS

The project involves funds that we provide to you as well as contributions that you have agreed to provide. You may have also obtained contributions from other organisations. This clause sets out your obligations in connection with project-related funding.

11.1 SPEND ON YOUR PROJECT

You must spend the funds we provide to you only for this project and only on eligible items as listed in Community Water Grants Application Guidelines for Round 2 and only in accordance with this agreement. However, we may agree to changes to the project budget if necessary during the term of the project. If you need to seek a project variation, then contact us..

11.2 SPEND YOUR OWN CONTRIBUTION

Your project was approved on the basis of the project description (provided in Schedule 2) and the CWG approved project budget (provided in Schedule 4) – which may have included certain activities and amounts that you committed to the project. You must spend the amounts you committed to the project on the project and in accordance with this Agreement.

11.3 KEEP ACCOUNTING AND OTHER RECORDS

You must keep full and accurate records of the conduct and accounting of the project. In particular, your accounting records must separately identify the receipt and expenditure of the funds – so that at all times the funds can be identified and found. You must keep all records for 7 years after the end of the project.

11.4 ACCOUNT IN YOUR NAME AND CONTROL

You must keep the funds in an account in your name, under your sole control. The account must be held with a deposit-taking institution authorised under the Banking Act 1959 (Cwth) to carry on banking business in Australia.

Before we send you any funds, you must give us written details sufficient to identify this account (as per Page1).

11.5 UNSPENT FUNDS

Any unspent funding is to be returned to us within 30 days of the completion date for the project, unless approval is given by us for you to spend the funding on a variation to the project. If you need to seek a project variation in relation to unspent funds, then contact us.

11.6 FOLLOW OUR DIRECTIONS

If you have spent funds in breach of this Agreement, or if you have not returned unspent funding as required under this clause, then you must within 20 business days after we, in writing, require you to do so:

- refund those amounts to us; or
- deal with them as we direct you to.

12. ALLOW US ACCESS TO PREMISES AND RECORDS

You must allow (and if you are not the landholder, you must enable and arrange for) us and our authorised representatives for any purposes under this Agreement:

- to have access at all reasonable times to all project sites and premises at which material or records associated with the Agreement are stored or at which project work takes place, and
- for any purpose under this Agreement, to inspect and copy material and records in your possession or control.

The Auditor-General, for the purpose of performing the Auditor-General's statutory functions, may:

- require you to provide records and information related to the project, and
- have access to the project site and people who worked on the project.

12.1 YOU MUST PROVIDE ASSISTANCE

You must provide all reasonable assistance to us (and our authorised representatives) when we exercise our rights under this clause. In exercising our rights under this clause, we will:

- provide you with reasonable notice (unless we believe there has been, or will be, a breach of the law), and
- respect and comply with your reasonable security procedures.

13. YOUR REPORTING RESPONSIBILITIES

You must report to us on the project as required by this clause. However, if your project received funding from us of less than \$5,000 (including and GST), then you do not need to comply with 13.3 or 13.4.

13.1 PROGRESS REPORTS

You must provide us with progress reports or other information relating to the project as described in Schedule 3

13.2 FINAL REPORT

Within 30 days after the end of the project, you need to give us a completed CWG Project Final Report signed by a person with the appropriate authority and knowledge to do so, such as your Public Officer or the authorised person. We will provide you with the format for the CWG project Final Report when required.

13.3 INDEPENDENTLY AUDITED FINANCIAL STATEMENT

Subject to 13.4, if your project received funding from us of \$5,000 or more (including any GST), then, within 30 days after the end of the project, you must give us an independently audited statement of project expenses and receipts. The statement must:

- set out whether the project's financial accounts are accurate, and
- contain a certificate that the funds have been spent for the purposes of and in accordance with this Agreement. The certificate must be signed by either:
 - a person registered as an auditor under the Corporations Law; or
 - a member of any of the Institute of Chartered Accountants in Australia, CPA Australia, or the National Institute of Accountants.

13.4 CERTAIN ORGANISATIONS MAY NOT NEED TO PROVIDE AN INDEPENDENTLY AUDITED FINANCIAL STATEMENT

If your project received funding from us of \$5,000 or more (including GST) and you are a school, university, TAFE, local Government or Government agency then, within 30 days after the end of the project, you must give us a statement of expenses and receipts. That statement must set out whether the project's financial accounts are accurate and contain a certificate that funds have been spent for the purposes of and in accordance with this Agreement. That certificate may be signed by your chief finance officer, internal accountant or bursar. Provided however, that we may still require an independently audited statement of project expenses and receipts in which case you must comply with 13.3.

13.5 NON-COMPLIANCE

If you do not complete and return the Final Report and, (if applicable) provide an independently audited statement of project expenses and receipts within 30 days, of the end of the projects you must refund the funds if we ask you to do so.

14. WHAT INFORMATION WE MAY GIVE TO OTHERS ABOUT YOU AND THE PROJECT

We may be legally required to give information in relation to the funding or this Agreement – for example, we may need to give it to a court, a parliamentary body, a government agency, or under any law. Accordingly, we do not undertake to treat any of your information (or this Agreement) as confidential information. However, we will keep confidential any project material or existing material that comprises traditional Indigenous knowledge that in the opinion of its traditional owners should not be in the public domain.

15. YOUR RESPONSIBILITIES WHEN WORKING WITH OTHERS

The obligations in 15.1 to 15.5 apply if you involve others in the project, including subcontractors or advisers.

15.1 SUPERVISION

You must supervise anyone involved with the project to ensure the work is performed adequately.

15.2 PAYMENT

You may use project funds to pay contractors in accordance with the approved project budget (Schedule 4).

15.3 ENSURING PROPER CONDUCT

If you arrange for other persons or organisations to perform some of the project, then you must ensure that they accurately manage and monitor any project funds they spend.

15.4 RELATIONSHIP

Any subcontractor, adviser or any other participant that you engage on the project does not become our employee as a result of this Agreement. Also we are not responsible for any acts or omissions by your subcontractor, adviser or any other participant.

15.5 OUR ACCESS TO PREMISES ETC.

You must ensure that any subcontract or agreement you enter into for the purpose of this Agreement contains a clause equivalent to Clause 12 that allows us, and anyone authorised by us, to have access to premises and materials as specified in that clause.

16. INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT

You own the intellectual property rights in project material.

16.1 LICENSE TO US

However, you grant us a license (including a right of sub-license) to use, reproduce, adapt and exploit the intellectual property rights in project material and existing material, for any purpose that the Commonwealth chooses. The license you give us is permanent, irrevocable, free, world-wide, and non-exclusive.

17. INSURANCE

You must arrange the following insurance cover:

- workers' compensation insurance as required by the law in your state or territory
- personal accident and volunteer-workers' cover – unless volunteers are covered by your workers' compensation or public liability insurance, and
- appropriate public liability insurance to the value of not less than \$10,000,000

You must keep that insurance in place for the longer of the life of the project or for so long as you have any obligations under the project.

17.1 EVIDENCE OF COVER

Should we request it you must provide us with evidence that you have obtained satisfactory insurance cover.

17.2 EFFECT OF INSURANCE COVER ON YOUR PROJECT OBLIGATIONS

The insurance cover you arrange does not limit your liabilities or obligations under this Agreement – note in particular Clause 9 regarding the relationship between you and us.

18. TAXES DUTIES AND GOVERNMENT CHARGES

Subject to this Clause 18, you must pay all taxes, duties and government charges in relation to this Agreement – that is so whether they are payable in Australia or anywhere else.

18.1 ABN

You need to give us your Australian Business Number (ABN). If you don't have one, then you need to consider giving us a completed 'Statement by a Supplier' (SBS) form claiming an exemption from lodging an ABN. If you don't send us either your ABN or the SBS, then we may be required to deduct withholding tax from the funds.

18.2 WE PAY ANY GST YOU HAVE TO PAY ON THE FUNDS

If you are registered for GST under the GST Act, then the funding amount for the project is the GST inclusive figure set out in Schedule 4. The total funding available will not include any amount that represents GST you pay on your own inputs and for which you can claim an input tax credit.

18.3 YOUR GST STATUS

You must advise us in writing:

- whether or not you are registered for GST under the GST Act;
- about any change to your ABN or GST registration as soon as you know of the change; and
- if you no longer satisfy all the requirements of GSTR 2000/10.

18.4 OUR GST STATUS

We are registered under the GST Act. We will give you notice of any change in our ABN or GST registration status as soon as we know of any change. Also, we will give you notice if we no longer satisfy the requirements of GSTR 2000/10.

18.5 RECIPIENT CREATED TAX INVOICES

If you are registered for GST, we will issue a Recipient Created Tax Invoice (RCTI) for any taxable supply made by you to us under this Agreement. In return, you will not issue tax invoices to us, unless:

- we no longer comply with GSTR 2000/10, or
- we notify you that we will not issue an RCTI in respect of the taxable supplies.

We will issue the RCTI within 30 days of determining the value of the taxable supplies to which the RCTI relates. We will issue any adjustment notes relating to taxable supplies, for which an RCTI has been issued, within 30 days of the date of adjustment.

19. YOU INDEMNIFY US IF THINGS GO WRONG

You indemnify us and our officers, employees and agents against any cost, loss or liability (including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or expenses paid by us) that arises from:

- any act or omission by you, or any of your employees, agents, volunteers or subcontractors in connection with this Agreement, if the person whose conduct gave rise to that liability, loss, damage or expense was negligent or engaged in an unlawful act or omission or wilful misconduct, or
- any breach by you of your obligations or warranties under this Agreement, or
- our use of the project material or existing material, including any claims by third parties about the ownership or right to use intellectual property rights in project material or existing material.

19.1 YOU DO NOT INDEMNIFY TO THE EXTENT WE ARE AT FAULT

Your liability to indemnify us under this clause will be reduced in proportion to the extent that the relevant loss, damage, expense or liability arose through our negligent or unlawful act or omission or wilful misconduct.

19.2 WE HAVE ADDITIONAL RIGHTS AS WELL

Our right to be indemnified under this clause is in addition to, and not exclusive of, any other legal right, power or remedy we have. However, we are not entitled to be compensated for more than the amount of the relevant liability, damage, loss or expense.

20. CONTINUATION OF THIS AGREEMENT

After this Agreement ends, the obligations in the following documents and clauses continue to apply:

- clauses 9, 11, 12, 13, 14, 16, 17, 18, and 19
- the Schedules.

21. RESOLUTION OF CONFLICT OR INCONSISTENCIES BETWEEN DOCUMENTS

If there is a conflict or inconsistency between this document, its schedules, and any attachments then the material mentioned first overrules the material mentioned later – to the extent of any conflict or inconsistency.

22. THE LAW GOVERNING THIS AGREEMENT

The laws of the Australian Capital Territory apply to this Agreement and the courts of the Australian Capital Territory have non-exclusive jurisdiction in respect to any dispute under this Agreement.