GRANT AGREEMENT

mRNA Victoria Research Acceleration Fund

[PROJECT TITLE]

THE STATE OF VICTORIA
as represented by its
DEPARTMENT OF JOBS, SKILLS, INDUSTRY AND REGIONS
AND

[RECIPIENT]

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Department of Jobs, Skills, Industry and Regions

GRANT AGREEMENT

DATE

PARTIES

This Agreement is made between and binds the following parties:

Name: The Crown in right of the State of Victoria (State) as represented by its

Department of Jobs, Skills, Industry and Regions (Department)

ABN: 83 295 188 244

Address: 121 Exhibition Street,

Melbourne VIC 3000

AND

Name: [insert Recipient name] (Recipient)

ABN: [insert ABN]

Address: [insert address]

BACKGROUND

- A. The State acting through the Department may make payment from monies appropriated by Parliament for the purposes of the economic development of Victoria.
- B. The Recipient desires to carry out the Project and has applied for a Grant through the mRNA Victoria Research Acceleration Fund to assist it with the Project.
- C. In consideration of the Department providing the Grant to the Recipient for the purposes of the Project, the Recipient agrees to be bound by the terms of this Agreement.
- D. This Agreement is legally binding upon the Recipient and the State.

GRANT TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 **Definitions**

If used in this Agreement, unless the context requires otherwise:

Accounts means accounts, records and supporting data in relation to the Project;

Agreement means this Grant Agreement including the Grant Details and all annexures:

Audit Opinion means an audit opinion, which must be prepared in the form as notified and approved in writing by the Department, by a person who is not an officer or employee of the Recipient and:

- (a) is a person who is registered as a company auditor under a Law in force in the State; or
- (b) is a member of Chartered Accountants Australia and New Zealand or of CPA Australia;

Business Day means a day which is not a Saturday, Sunday or a public holiday in Victoria;

Capital Expenditure means expenditure on buildings, plant, equipment, tools or other items of a capital nature but does not include any recurrent or other costs which are not capitalised;

Change of Control means, in relation to the Recipient, a change in the effective control of the Recipient by way of a change to the:

- (a) control of the composition of the Recipient's board of directors; or
- (b) control of more than half of the voting power of the Recipient;

Chief Investigator means the overall lead researcher for the whole project who will have responsibility of managing the grant funding and will make decisions with regards to the project;

Co-Contribution Amount means an amount equal to or greater than the Grant Amount.

Co-Contribution Funding means cash funding in the amount of the Co-Contribution Amount sourced by the Recipient for expenditure on this Project and excludes:

- (a) the Grant funding under this Agreement; and
- (b) in-kind contributions sourced from other State or Commonwealth funding;

Collaborative Partner means the entity set out in the Grant Details and specified in the Recipient's application for this Grant;

Commencement Date means the date, if any, set out in the Grant Details;

Completion Date means the date set out in the Grant Details;

Confidential Information means details of the Grant, the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information provided by the Department or the State to the Recipient in the context of this Agreement or the Project;

Contract Manager means the person (however described) appointed by the Department as its representative for all communication and liaison with the Recipient for the purposes of this Agreement, and as notified by the Department to the Recipient from time to time;

Due Date means the date for the delivery of the Payment Deliverables by the Recipient as set out in Part C (Payment Terms) of the Grant Details;

Employees means full time or part time employees of the Recipient with respect to whom Victorian payroll tax is payable. For the purpose of calculating the number of employees:

- (a) figures must be based on payroll details as at the last pay day in each month throughout the period of the calculation; and
- (b) part-time employees are to be included on a pro rata basis by reference to their working hours (on a full time equivalent employee basis). Employees working in excess of standard full time hours shall only be counted as one employee;

Evidence means evidence to the satisfaction of the Department;

Facility means the facility or facilities at the Project Site;

Grant means any funds paid or to be paid by the Department to the Recipient, in accordance with the terms of this Agreement;

Grant Amount means the amount set out in the Grant Details;

Grant Details means the details of the Grant and the Project attaching to and forming part of this Agreement;

GST has the meaning given in the GST Law;

GST Law means A New Tax System (Goods and Services Tax) Act 1999;

Intellectual Property includes business names, copyrights, and all rights in relation to inventions, patents, registered or unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Insolvency Event means the occurrence of any of the following:

- (a) a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Recipient or any asset of the Recipient;
- (b) a distress, attachment or other execution is levied or enforced upon or against any assets of the Recipient and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within ten (10) Business Days;
- (c) an order is made for the administration, dissolution or winding up of the Recipient, or an application to the courts is made (and is not stayed or dismissed within twenty (20) Business Days after being made), or a resolution is passed for the administration, dissolution or winding up of the Recipient other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;
- (d) the Recipient ceases or threatens to cease, to carry on its business or payment of its debts generally, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;

- (e) the Recipient enters, or resolves to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors, other than for the purposes of a Solvent reconstruction or amalgamation on terms approved by the Department;
- (f) an inspector is appointed under any Law related to companies to investigate all or any part of the affairs of the Recipient in relation to a possible contravention by the Recipient of that Law and the appointment:
 - (i) is not withdrawn within ten (10) Business Days; and
 - (ii) in the reasonable opinion of the Department, may have a material adverse effect;
- (g) the Recipient is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable Law (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute);
- (h) for a registered corporation under the *Corporations Act 2001* (Cth), a step taken under section 601AA, 601AB or 601AC of the *Corporations Act 2001* (Cth) to cancel its registration; or
- (i) in relation to an entity subject to the laws of any jurisdiction other than a jurisdiction in Australia, something having substantially similar effect to any of the things described in paragraphs (a) to (h) occurs in connection with that entity under the laws of that jurisdiction;

Law means any law operating in Victoria under common law, equity or statute and including any applicable exchange listing rules, all regulations, by-laws, approvals and relevant requirements of any Commonwealth, State or local authority;

Lead Organisation means the Recipient;

Payment Deliverables means each of the documents and other deliverables set out in the Grant Details, required to be delivered to the Department prior to payment of any Grant instalment;

Payment Terms means the schedule of Grant instalments set out in the Grant Details;

Project means the project described in the Grant Details;

Project Assets means those assets of the Recipient, including equipment, tools or other items in Victoria, required for the Project;

Project Employees means Employees of the Recipient employed in direct connection with the Project but which excludes persons already employed by the Recipient in Victoria as at the date of this Agreement. For the purpose of calculating the number of Project Employees:

- (a) all positions must be newly created positions which have not been transferred from the Recipient's existing operations, if any, in Victoria; and
- (b) if the Recipient merges with, takes over or acquires the undertakings or business operations of another organisation, (other than just winning business from another operator), the number of employees of that organisation who are already employed in Victoria and are subsequently employed by the Recipient at the Facility shall not be included as Project Employees;

Project Expenditure means the sum of Capital Expenditure and other Project related non-capitalised expenditure incurred or to be incurred by the Recipient on the Project but does not include:

- (a) usual operational expenditure, including existing staff costs, onboarding costs for staff, communications, travel, entertainment, vehicles, accommodation, and office computing equipment;
- (b) routine replacement, maintenance or minor upgrade of plant and equipment;
- (c) printing, stationery, postage, and bank charges;
- (d) basic and routine professional services including legal and accounting fees:
- (e) any amount paid on account of goods and services tax;
- (f) costs related to preparing the grant application, preparing any project reports and preparing any project variation requests;
- (g) building routine websites, sales and promotional activities, marketing or communications campaigns;
- (h) retrospective funding for projects that have already been completed prior to receiving successful funding approval under this Grant;
- (i) retrospective funding for projects that have already:
 - (i) been completed prior to receiving an offer of grant funding under this mVRAF Program; or
 - (ii) commenced prior to receiving a successful funding approval under this mVRAF Program, except in circumstances where the application of the funding can be demonstrated to effect a change of scope or acceleration of a project commenced prior to any funding approval;
- (i) internal costs;
- (k) resources;
- (I) retrospective activities (except where agreed to in writing by the Department);
- salaries (except where this relates to new employees or expanded hours of existing employees that are working on the Project); or
- (n) any other expenditure as determined by the Department in its sole and absolute discretion.

Project Outcomes means the expected outcomes of the Project, as specified in the Grant Details:

Project Site means the site or sites in Victoria where the Project is to be undertaken;

Recipient Commitments means each of the commitments, if any, given by the Recipient in respect of the Project and/or this Agreement set out in the Grant Details:

Refund Event means each of the events, if any, set out in the Grant Details;

Report means each report to be provided by the Recipient as set out in the Grant Details:

Required Insurances means each of the insurances, if any, set out in the Grant Details;

Solvent has the meaning given in the *Corporations Act 2001* (Cth);

Statutory Declaration means a Statutory Declaration in the form annexed to this Agreement (or such other form as may be approved in writing by the

Department) and declared by a Director of the Recipient (or such other person as may be approved in writing by the Department); and

Tax Invoice has the same meaning as specified in the GST Law.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) monetary references are references to Australian currency;
- (b) the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its sub-clauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender (including neutral pronouns) include any other gender;
- (f) a reference to the word "include" or "including" is to be interpreted without limitation:
- (g) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (h) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (i) if the Recipient consists of more than one person those persons shall be jointly and severally bound under this Agreement;
- (j) a reference to the Department includes any duly authorised officer or agent and its successor Government department and all references to the Department will be read and construed as references to the State:
- (k) a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement;
- (I) any uncertainty or ambiguity in the meaning of a provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision; and
- (m) where this Agreement refers to a matter being to the 'satisfaction' of a party, this means to the satisfaction of that party in its absolute discretion.

2. TERM OF AGREEMENT

2.1 This Agreement will commence on the date of this Agreement and continue until the Recipient has completed all its obligations under this Agreement to the satisfaction of the Department unless terminated earlier by the Department.

3. PAYMENT OF GRANT AND CO-CONTRIBUTION

3.1 Subject to and in accordance with the terms of this Agreement, the Department will advance to the Recipient the Grant Amount in the instalments specified in the Payment Terms.

- 3.2 The Recipient must source the Co-Contribution Funding and commit and spend at least the Co-Contribution Funding on the Project.
- 3.3 Each Grant instalment is conditional upon the Recipient having provided to the Department each relevant Payment Deliverable including all Payment Deliverables applicable to any previous Grant instalment.
- 3.4 The Recipient must apply the Grant and any interest derived by the Recipient from Grant monies paid to the Recipient solely for the purposes of the Project.
- 3.5 If the Recipient fails to achieve any of the Payment Deliverables as specified in the Grant Details the Department is not obliged to advance any Grant instalment but may, in its absolute discretion, at the request of the Recipient, agree to a variation of this Agreement to enable an adjusted Grant instalment to be advanced having regard to:
 - (a) the amount of Capital Expenditure incurred by the Recipient on the Project;
 - (b) the number of Project Employees achieved by the Recipient;
 - (c) the number of Existing Employees maintained by the Recipient between the date of this Agreement and any of the Payment Deliverables due date; or
 - (d) any other factors the Department deems appropriate.
- 3.6 Any amount advanced by the Department under clause 3.5 may be calculated as the Department deems appropriate in its absolute discretion.
- 3.7 The Department may, in its absolute discretion, extend any of the dates for the provision of the Payment Deliverables.

4. PROJECT

- 4.1 The Recipient must commence the Project by the Commencement Date and must complete the Project by the Completion Date. The Department may in its absolute discretion extend the Commencement Date or the Completion Date.
- 4.2 If the Recipient has not commenced the Project by the Commencement Date, the Department may by written notice immediately terminate this Agreement.
- 4.3 The Recipient must:
 - (a) exercise due care, skill and judgment in performing the Project;
 - (b) perform the Project in a timely manner in accordance with the Payment Deliverables and other Project milestones, if any;
 - (c) ensure that it has sufficient funds in addition to the Grant and Co-Contribution Funding to complete the Project on the scope proposed;
 - (d) spend the majority of the Grant Amount (1) in Victoria, and (2) on eligible Project Expenditure, as outlined in the Recipient Commitments;
 - (e) remain responsible for all Project cost over-runs;
 - (f) cooperate with the Department at all times;
 - (g) fulfil each of the Recipient Commitments; and

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- (h) achieve the Project Outcomes.
- 4.4 The Recipient must promptly advise the Department if:
 - (a) there is or may be a delay to the Project;
 - (b) there is any change to the scope, estimated cost, project timeline, change of Chief Investigator or Lead Organisation of the Project;
 - (c) a potential, perceived or actual conflict of interest arises throughout the term of this Agreement; or
 - (d) there is any change to any other aspect of the delivery of the Project.

5. WITHHOLDING OR REFUND OF GRANT

- 5.1 Where the Department is of the opinion that the Recipient:
 - (a) has failed to fulfil or has breached any of its obligations under this Agreement;
 - (b) has not or is unlikely to perform or complete the Project in the manner contemplated in this Agreement;
 - (c) has engaged or may engage in any conduct which affects or may adversely affect the goodwill or reputation of the Recipient, the Project, the Department, a Minister, or the State; or
 - (d) is subject to an Insolvency Event,

the Department may, in its absolute discretion:

- (e) withhold, suspend or cancel payment of the Grant;
- (f) seek a refund of the whole or part of the Grant previously paid; and/or
- (g) by written notice immediately terminate this Agreement.
- 5.2 Where the Department is of the opinion that continued association with the Project, or the Recipient may bring a Minister, the Department or the State into disrepute the Department may in its absolute discretion:
 - (a) withhold, suspend or cancel payment of the Grant; and/or
 - (b) by written notice immediately terminate this Agreement.
- 5.3 If, without the prior written consent of the Department, the Recipient:
 - (a) is subject to a Change of Control; or
 - (b) has undertaken a restructuring of its business or change to its legal status which has or may in the reasonable opinion of the Department adversely affect its ability to carry out its obligations under this Agreement,

the Department may, in its absolute discretion:

- (c) withhold, suspend or cancel payment of the Grant; and/or
- (d) by written notice immediately terminate this Agreement.
- 5.4 Where the Department is of the opinion that a Refund Event has occurred, the Department may, in its absolute discretion:

- (a) by written notice immediately terminate this Agreement; and/or
- (b) by written notice require the refund in whole or in part of any amount of the Grant previously advanced together with interest at a rate of 2% per annum above the rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* calculated from the date of the payment of the Grant to the date of refund.
- 5.5 Any amount of the Grant not expended or legally committed for expenditure by the Recipient in accordance with this Agreement, must be refunded to the Department within thirty (30) days of the Completion Date or, in the event of termination, within seven (7) days of the date of termination, unless otherwise approved in writing by the Department.

6. LOCAL JOBS FIRST POLICY

6.1 If the Local Jobs First Policy applies to this Agreement as indicated in Part A (Project Particulars) of the Grant Details, the terms and conditions set out in Schedule 1 form part of this Agreement.

7. FAIR JOBS CODE

7.1 If the Fair Jobs Code applies to this Agreement as indicated in Part A (Project Particulars) of the Grant Details, the terms and conditions set out in Schedule 2 form part of this Agreement.

8. REPORTS

- 8.1 The Recipient must provide to the Department:
 - (a) each of the Reports at the times specified in the Grant Details; and
 - (b) such other information as the Department may request from time to time in relation to the Project, the Recipient's activities and the expenditure of the Grant.
- 8.2 All Intellectual Property created in relation to the Project or in any Reports, documents or other material created for the purposes of or as a consequence of the Recipient performing or complying with its obligations under this Agreement, vest in the Recipient on creation.
- 8.3 The Recipient hereby grants to the Department a world-wide, non-exclusive, royalty free licence (including the right to sub-licence), to reproduce, publish, adapt, modify or otherwise use for non-commercial purposes the Reports and any documents and other materials provided by the Recipient under this Agreement.
- 8.4 The Recipient warrants that any Intellectual Property used by it in connection with the Project and this Agreement (including any documents and other materials prepared for the purposes of the Project and this Agreement) are the sole property of the Recipient or the Recipient is legally entitled to use such Intellectual Property and is able to grant the licence under clause 8.3.

9. ACCOUNTS AND AUDIT

9.1 The Recipient must, within its accounting systems, account for the Grant and all Project Expenditure separately from other funds of the Recipient.

- 9.2 The Recipient must keep or cause to be kept proper Accounts in accordance with generally accepted accounting principles and as required by Law.
- 9.3 The Department will be entitled to audit all Project Expenditure and for that purpose the Recipient must:
 - (a) permit access to, inspection and copying of its Accounts by the Department or any person duly authorised by the Department;
 - (b) assist the Department in the conduct of the audit, including by answering any enquiries by the Department; and
 - (c) permit the Department to inspect the Project Site and Project Assets.
- 9.4 The Recipient must, if required, provide the Auditor General of Victoria with access to its Accounts.

10. GST

- 10.1 Each payment under this Agreement will be increased by an amount equal to any GST payable with respect to the Taxable Supply for which the payment is made provided that with each relevant claim for payment, the Recipient submits a valid Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable.
- 10.2 For the purposes of this Agreement, "Taxable Supply" means the obligations of the Recipient under the terms of this Agreement.

11. PUBLICITY

- 11.1 The Recipient must cooperate with the Department in relation to all publicity associated with the Grant.
- 11.2 The Department may publicise the benefits accruing to the Recipient and/or the State associated with the provision of the Grant and the State's support for the Project. The Department may include the name of the Recipient and/or the Grant Amount in any publicity material and in the Department's annual report.
- 11.3 If requested by the Department, the Recipient must ensure that the State's support (except the Grant amount) for the Project is acknowledged on all promotional materials and appropriate signage consistent with the Guidelines for Victorian Government Advertising and Communications (available at www.dpc.vic.gov.au) or as otherwise specified by the Department.

12. INDEMNITY

- 12.1 The Recipient indemnifies the Department, its officers, employees, and agents against any:
 - (a) cost or liability incurred by the Department;
 - (b) loss of or damage to the Department's property; or
 - (c) loss or expense incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on an indemnity basis and the cost of time spent, resources used, or disbursements paid by the Department;

arising from:

- (d) any act or omission by the Recipient, or any of the Recipient's employees, agents, volunteers, contractors or subcontractors in connection with the Project or this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (e) any breach by the Recipient of this Agreement; or
- (f) the use by the Department of the Reports or other material provided under this Agreement, including any claims by third parties about the ownership or right to use Intellectual Property in the Reports or material,

except to the extent that the Department or its officers, agents or employees has caused or contributed to such cost, loss, damage, or liability.

13. INSURANCE

13.1 The Recipient must maintain each of the Required Insurances, if any, described in the Grant Details.

14. CONFIDENTIALITY

- 14.1 The Recipient must not disclose or permit the disclosure of any of the Department's Confidential Information without written permission from the Department, except:
 - (a) to the Department or the State;
 - (b) where required under this Agreement including to the Recipient's legal and financial advisers on a confidential basis;
 - (c) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - (d) where the disclosure is required by Law.

15. COMPLIANCE WITH LAWS

15.1 The Recipient must comply with all Laws including all applicable Commonwealth and Victorian equal opportunity, anti discrimination, affirmative action and privacy legislation.

16. NOTICES

- 16.1 Any notice, approval, consent or other communication from one party to another under this Agreement, must be addressed in writing to the other party and signed by an authorised officer on behalf of the party giving it and must be delivered by hand, post, courier or email.
- 16.2 Notices will be deemed to have been given if:
 - (a) mailed, six (6) (or one, in the case of a next day delivery service) Business Days after posting;
 - (b) delivered, on the date of delivery;
 - (c) emailed, on receipt by the send of confirmation of receipt, except that a notice that is delivered or emailed after 5:00pm will be deemed to be received on the next business day.

17. DUTIES & TAXES

17.1 The Recipient must pay any stamp duty and any other taxes or imposts which may be payable in connection with this Agreement.

18. GENERAL

- 18.1 (**Entire Agreement**) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 18.2 (Severance) Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.
- 18.3 (Waiver) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce, or delay in enforcing, a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver, and a waiver of a breach will not be construed as a waiver of any subsequent breach whether of the same or a different nature.
- 18.4 (**Variation**) No agreement or understanding varying or extending this Agreement will be legally binding upon either party unless in writing signed by both parties.
- 18.5 (**Rights cumulative**) The Department's rights under this Agreement are in addition to and do not exclude any other rights or remedies provided by Law.
- 18.6 (**Assignment**) The Recipient must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
- 18.7 (**Counterparts**) This Agreement including any variations may be executed in counterparts. All counterparts together will constitute one instrument.
- 18.8 (**Negation of Employment, Partnership & Agency**) The Recipient must not represent itself, and must ensure that its employees, partners, agents or subcontractors do not represent themselves, as being the Department's or the State's employees, partners or agents.
- 18.9 (**No Further Funding**) Nothing in this Agreement is to be construed as creating any obligation, commitment or undertaking by the State or the Department to provide additional funding or assistance beyond that provided in this Agreement.
- 18.10 (**Survival**) Each of clauses 5, 9, 12 and 14 will survive the expiration or earlier termination of this Agreement.
- 18.11(**Electronic Execution**) The Parties hereby consent to the execution of this Agreement by electronic signature in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic) and, if applicable, the *Corporations Act 2001* (Commonwealth)

Department of Jobs, Skills, Industry and Regions

18.12(**Governing Law & Jurisdiction**) This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

Department of Jobs, Skills, Industry and Regions

SIGNING PAGE

Executed	as	an	Agr	eer	nen	ıt.
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SIGNED by [insert name and title of person signing on behalf of the Department] Department of Jobs, Skills, Industry and Regions for and on behalf of the State of Victoria in the presence of:))))		←
	←	Signature	
		This document was electronically signed in accordance with the Electronic Transactions (Victoria) Act 2000	
		Doto	
		Date	
SIGNED for and on behalf of <i>[Insert name of Recipient]</i> by its duly authorised signatory:			
			←
		Signature of AUTHORISED SIGNATORY	
		This document was electronically signed in accordance with the Electronic Transactions (Victoria) Act 2000	
		Name of AUTHORISED SIGNATORY	
		(print)	
		Date	

GRANT DETAILS

PART A – Project Particulars

Grant Amount: (Clause 3)	An amount up to [\$] (exclusive of GST)	
Project: (Clause 4)	[insert description]	
Project Outcomes: (Clause 4)	[insert description of the expected Project Outcomes with reference to project outcomes in application]	
Collaborative Partner:	[insert details]	
Commencement Date: (Clause 4.1)	[Insert date]	
Completion Date: (Clause 4.1)	The date that is [insert number of years of Project duration] years after the Commencement Date.	
Recipient Commitments: (Clause 4.3)	 (Completion of Project) complete the Project in accordance with this Agreement by the Completion Date. (Project Expenditure) spend at least \$[#] (ex GST) of funding sourced from the Grant on Project Expenditure on the Project by the Completion Date. (Co-Contribution Funding) in addition to its Project Expenditure Recipient Commitment, spend the Co-Contribution Funding on the Project by the Completion Date. (Collaborative Partner) complete the Project with a Collaborative Partner in accordance with the requirements set out in the application submitted by the Recipient for this Project and this Agreement. (Local Jobs First Policy Commitments) where applicable, comply with its Local Jobs First Policy Commitments set out in Schedule 1. (Fair Jobs Code) where applicable, comply with the Fair Jobs Code requirements set out in Schedule 2. 	
Refund Events: (Clause 5.4)	The Recipient fails to: • (Failure to Complete) complete the Project in accordance with this Agreement by the Completion Date.	

	 (Project Expenditure) to spend at least \$[#] (ex GST) of Project Expenditure on the Project by the Completion Date. (Co-Contribution Funding) in addition to its Project Expenditure Recipient Commitment, spend the Co-Contribution Funding on the Project by the Completion Date.
Required Insurances (Clause 13.1)	The Recipient must, at a minimum, for the term of this Agreement, maintain each of the following: • public liability insurance to a value of at least \$20 million; and • professional indemnity to a value of at least \$5 million.
Local Jobs First Policy (Clause Error! Reference source not found.)	 ☐ The Local Jobs First Policy is applicable to this Agreement. ☐ The Local Jobs First Policy is not applicable to this Agreement.
Fair Jobs Code (Clause Error! Reference source not found.)	 ☐ The Fair Jobs Code is applicable to this Agreement. If ticked, the Fair Jobs Code is applicable to this Agreement and the provisions of Schedule 2 are incorporated into this Agreement. ☐ The Fair Jobs Code is not applicable to this Agreement.

PART B – Reporting Requirements

The Recipient must provide the following Reports to the Department, in a form and substance satisfactory to the Department, as follows:

1. Project Plan

The Project Plan should be provided in writing at the time specified in Part C (Payment Terms) of these Grant Details, using the form provided in Annexure B.

2. Project Status Report

The Project Status Report must be provided in writing at the times specified in Part C (Payment Terms) of these Grant Details, using the form provided in Annexure C.

3. Final Report

The Final Report must be provided in writing at the times specified in Part C (Payment Terms) of these Grant Details using the form provided in Annexure D.

PART C – Payment Terms

Each Grant instalment will be paid within thirty (30) days of receipt by the Department of each of the Payment Deliverables set out below in form and substance satisfactory to the Department.

Payment Deliverables must be provided no later than the relevant Due Date as described below.

The parties agree that the Recipient will not issue a Tax Invoice for each Instalment Amount and instead the Department will make payments in accordance with a recipient created tax invoice.

Payment Deliverables	Instalment Amount	Due Date
 Instalment 1: (Project Plan) a Project Plan, as outlined in Part B of this Agreement, in the form provided in Annexure B. (Co-Contribution Funding) evidence to the department's satisfaction that the Recipient has secured the Co-Contribution Funding. 	\$[# equivalent to total Grant Amount] (exclusive of GST)	[1 June 2022]
 Instalment 2: (Statutory Declaration) a Statutory Declaration (in the form provided in Annexure A). (Project Status Report) a Project Status Report, as outlined in Part B of this Agreement, in the form provided in Annexure C. 	Not applicable	12 months after the Commencement Date
 Instalment 3: (Statutory Declaration) a Statutory Declaration (in the form provided in Annexure A). (Project Status Report) a Project Status Report, as outlined in Part B of this Agreement, in the form provided in Annexure C. 	Not applicable	24 months after the Commencement Date
 Instalment 4 (Completion): (Statutory Declaration) a Statutory Declaration (in the form provided in Annexure A). (Final Report) a Final Report, as outlined in Part B of this Agreement, in the form provided in Annexure D. 	Not applicable	[30 days after the Completion Date]

Payment Deliverables	Instalment Amount	Due Date
(Completion) Evidence in writing (may be by email) confirming that the Project has been completed.		
Total	\$[#]	
	(exclusive of GST)	

SCHEDULE 1 – Local Jobs First Policy NOT USED

SCHEDULE 2 – Fair Jobs Code NOT USED

ANNEXURE A – Statutory Declaration

Instructions for completing a statutory declaration

Please complete the following form using the notes in the left-hand margin for guidance. More guidance on making statutory declarations can be found at www.justice.vic.gov.au.

When making the statutory declaration the declarant must say aloud:

I, [full name of person making declaration] of [address], declare that the contents of this statutory declaration are true and correct.

Insert the name, address and occupation (or alternatively, unemployed or retired or child) of person making the statutory declaration.

١,

make the following statutory declaration under the **Oaths and Affirmations Act 2018:**

1. I am a Director of [insert name of Recipient] (Recipient).

Set out matter declared to in numbered paragraphs. Add numbers as necessary.

- 2. The Recipient has complied with all of its obligations under the Grant Agreement dated [insert date] (Agreement) between the Recipient and the State of Victoria.
- 3. The Recipient has incurred [\$#] of Project Expenditure with funds sourced from the Grant as at [insert date] in accordance with the terms of the Agreement.
- 4. The Recipient has incurred [\$#] of Co-Contribution Funding on the Project as at [insert date] in accordance with the terms of the Agreement.
- 5. The Recipient has achieved the Project Outcomes as specified in the Agreement.*
- 6. The accounts relating to the Project as attached to this Statutory Declaration are true and correct.**

I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.

Signature of person making the declaration

Place (City, town or suburb)

Declared at

*in the state of Victoria

Date

on

Signature of authorised statutory declaration witness

I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:

Date

on

Name, capacity in which authorised person has authority to witness statutory declaration, and address (writing, typing or stamp)

A person authorised under section 30(2) of the **Oaths and Affirmations Act 2018** to witness the signing of a statutory declaration.

Note: The person making the declaration as well as the authorised witness must initial each page of the statutory declaration if the declaration is comprised of more than one page, which includes any exhibits to the declaration.

*only required for final instalment.

**Note: The Project accounts should, at a minimum, itemise the expenditure and, in relation to each item, describe the nature of expenditure, the amount, the connection to the Project and detail how that expenditure has been funded (either from the Grant or Co-Contribution Funding).

Certificate Identifying Exhibit

This certificate is used to ide	ntify a do	cument as an exhibit to the statutory declaration.	
Title of document:			
Date of document (dd/mm/yyyy):			
	ne witnes	bit to the statutory declaration and is now as identified above in their capacity as a qualified	 d
Name of person making the statutory declaration:			
Signature of person making declaration			←
Date (dd/mm/yyyy)	on		
Name of witness:			
Address	of		
Signature of statutory declaration witness			←
Date (dd/mm/yyyy)	on		
Qualification as a statutory declaration witness:			
(writing, typing or stamp)			

ANNEXURE B – Project Plan Template

mRNA Victoria Research Acceleration Fund

Project Plan

Project Title:		
Project Key Contact:		
Email		
Phone		
2.2 Expected Pro	oject Outcomes	
Please list Expect	ted Project Outcomes including:	
	ntific outcomes	
	created	
	ers published	
• any o	other relevant outcomes.	

2.3 Project Team and Partners

Provide a list of project team roles, positions and responsibilities. Use the table provided. Add rows as needed.

Project Roles	Person and Position	Organisation (if relevant for project partners)	Responsibilities
Project Sponsor			
Project Manager			
Other Project roles			

Project collaboration

Complete the following section indicating all organisations collaborating on the Project funded by the Department of Jobs, Skills, Industry and Regions. This includes collaborations with individuals within an organisation, as well as collaborations at an organisational level.

Collaborator Name				
Organisation				
New / Existing	New	Existing		
Duration of Collaboration	E.g. the collaboration	on will be completed w	vithin the Project tim	eline

Function	Clinical Support	Research Expertise	Enabler	Consumer
	Other			
Location				

2.3 Project Management (500 words max)

Description of project management approach and reporting

- Describe how often the project team will report to the project manager on progress. If collaborative partners are involved, how often will teams meet to update on progress and share information, what format will these updates take (written, email correspondence, virtual meetings, in person meetings, etc).
- How will project risks be monitored and managed, how will the project budget and timeline be monitored and managed?

	Describe who will be responsible for fulfilling reporting requirements to Victorian Government.						
_	Government.						

Provide a project timeline and milestones

Note: Add more rows if necessary to the table below.

Project Milestone description (please include reportable outcomes that will be achieved for each milestone)	Start Date (Month)	End date (month)	Estimated Cost (S)

Estimated Project Budget (excluding GST)

Note: Add more rows if necessary to the table below.

Details of Project Expenditure	Cost funded by mVRAF request	Cost funded by applicant co-contribution
Regulatory and Intellectual Property fees	\$	\$
Equipment (non-capital), consumables and services required for the project	\$	\$
Equipment (capital) required for the project	\$	\$
Staffing costs that relate solely to new employees, or expansion of hours for current part-time employees	\$	\$
Other non-capital expenditure (categorise wherever possible)	\$	\$
Total Cost	\$	\$

2.4 Risk Management Plan

Provide a description of any anticipated project risks and mitigation strategies (include at least five project risks, add more rows as required).

Note: Common risk categories are: project requirements; benefits; schedule; budget; deliverables; scope; IP; suppliers; communication; and resourcing. You may wish to include some or all of these, dependent on your project.

Risk ID	Risk	Risk Description	Impact –	Likelihood -	Mitigation
Numbe	Category -	- Brief	The effect it	How likely is	Strategy -
r	Category of the risk to the project (see note above)	description of the risk to the project	will have on delivery of project (e.g. high, medium, low)	it to occur (e.g. high, medium, low)	What actions has the organisation undertaken to limit this risk?
1.					
2.					
3.					
4.					
5.					

2.5 Intellectual Property Management Plan (400 words max). Provide a description of the Intellectual Property (IP) required to deliver the project

Provide detail on background IP and access, freedom to operate and any potential novel positions generated by the project.

Note: You may choose to use the table below to structure your response. Add more rows and columns if necessary. Delete if not applicable. If not already sought/completed, please provide indicative timeframes.

	Relevant Project Components				
	Component A	Component B	Technology A	Technology B	
Freedom to Operate					
Right to Commercialise					
Patent Protection					

Other		
Considerations		

ANNEXURE C – Project Status Report Template

mRNA Victoria Research Acceleration Fund (mVRAF)

PROJECT STATUS REPORT

Name of Organisation			
Name of Researcher and Project title			
Funding Tier	Tier 1 🗆	Tier 2 □	
Total amount of funding received (exclusive of GST)	\$		
Project Commencement Date			
Project Completion Date			
Date of Project Status Report			-



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2.4	Research activities predominantly led from and conducted in Victoria	. 38
2.5	Gender Equity reporting	. 38

1 Project update

Progress toward achievement of Project Milestones to date:

Project Milestones	Expected Completion Date	Status	If Delayed, please describe the reasons for delay and proposed resolution
		☐ On Track	
		☐ Delayed	
		☐ Achieved	
		□ Not	
		Achieved	
		☐ On Track	
		☐ Delayed	
		☐ Achieved	
		□ Not	
		Achieved	
		☐ On Track	
		☐ Delayed	
		☐ Achieved	
		□ Not	
		Achieved	
		☐ On Track	
		□ Delayed	
		☐ Achieved	
		□ Not	
		Achieved	
		☐ On Track	
		☐ Delayed	
		☐ Achieved ☐ Not	
		Achieved	
		Acineved	
Progress toward achievement of Project	Outcomes to date	:	
Please summarise the progress toward achievords).	levement of Project	Outcomes achieved	d to date (no more than 500

Please attach any relevant images (such as tables, graphs, charts, etc.) that represent project outcomes/progress.

Progress toward achievement of milestones and reporting requirements:

Please outline any risks towards achieving project outcomes and meeting reporting requirements and solutions to fix it					

Risk Management Plan

Provide a description of any anticipated project risks and mitigation strategies (include at least five project risks).

Note: Common risk categories are: project requirements; benefits; schedule; budget; deliverables; scope; IP; suppliers; communication; and resourcing. You may wish to include some or all of these, dependent on your project.

Risk ID Numbe r	Risk Category - Category of the risk to the project (see note above)	Risk Description - Brief description of the risk to the project	Impact – The effect it will have on delivery of project (e.g. high, medium, low)	Likelihood - How likely is it to occur (e.g. high, medium, low)	Mitigation Strategy - What actions has the organisation undertaken to limit this risk?
1.					
2.					
3.					
4.					
5.					

2 Project compliance with Program and Agreement requirements

2.1 <u>Collaborative Partner requirement</u>

		the Collaborati		continues to be met. If not	met, please
Departme	nt of Jobs, S	skills, Industry		collaborating on the Projectudes collaborations with include level.	
Collabor Name	ator				
Organisa	tion				
New / Ex	kisting	New	Existing		
Function	Clin	ical Support	Research Expertise	Enabler	Consumer
	Oth	er			<u>'</u>
Location					

2.2 Statement of Expenditure

Please attach a total statement of Project Expenditure (differentiating between co-contribution and grant funding), accompanied by a signed declaration made by an authorised officer of the Recipient certifying their accuracy

2.3 Statutory Declaration

Please attach a Statutory Declaration (in the form provided in Annexure A of the Grant Agreement)

2.4 Research activities predominantly led from and conducted in Victoria

Please confirm research activities for this Project continue to be predominantly led from conducted in Victoria. If not, please advise on the reasons why this is the case.	and
2.5 Gender Equity reporting	
Chief Investigator	
Is this project led by a Chief Investigator who identifies as a woman?	☐ Yes ☐ No
Project Team	
Does the project team consist of at least 50% members who identify as women?	☐ Yes ☐ No
Does the project team have access to flexible working arrangements and working arrangements supporting workers with family or caring responsibilities, and family violence leave?	☐ Yes ☐ No

NB: this is for reporting purposes only and won't impact your grant

Appendices

ANNEXURE D – Final Report Template

FINAL REPORT

mRNA Victoria Research Acceleration Fund (mVRAF)

Name of Organisation	
Name of Researcher and Project title	
Funding Tier	Tier 1
Total amount of funding received (exclusive of GST)	\$
Project Commencement Date	
Project Completion Date	
Date of Final Report	



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1 **Project outcomes**

Add more rows if necessary.

Project Milestones	Expected Completion Date	Status	If Not Achieved, please describe the reasons why this is the case.
		☐ Achieved ☐ Not Achieved	
		☐ Achieved ☐ Not Achieved	
		☐ Achieved ☐ Not Achieved	
		☐ Achieved ☐ Not Achieved	
		☐ Achieved ☐ Not Achieved	
Please summarise the Project O	utcomes (no more tl	nan 500 words).	

Please attach any relevant images (such as tables, graphs, charts, etc.) that represent project outcomes/progress.

Department of Jobs, Skills, Industry and Regions

Places include a Layman's summary of the Project (up to 500 words) that may be used by the Department to
Please include a Layman's summary of the Project (up to 500 words) that may be used by the Department to showcase the Project Outcomes.
Please outline the next steps for the project (up to 500 words)

2 Project compliance with Program and Agreement requirements

(If not provi	ously addressed to th	ne satisfaction of DIS	SIR) Please confi	rm and attach evider	nce to the		
satisfaction contribution	reviously addressed to the satisfaction of DJSIR) Please confirm and attach evidence to the ion of DJPR that the co-contribution requirements have been met and that this cotion has been received in full for this Project. et, please advise on the reasons why this is the case.						
2.2 <u>Coll</u>	aborative Partne	r requirement					
	rm that the Collabora this is the case.	ative Partner requirer	ment was met. <i>If</i>	not met, please advis	e on the		
the Departm	ent of Jobs, Precinct		includes collabor	ing on the Project fur ations with individua			
Collaborator Name							
Organisation	1						
New / Existi	ng New	Existing					
			_				
	employee's gender:						
M - People	employee's gender: who identify themse who identify themse						
M - People W - People S - People v	who identify themse who identify themse who prefer to self-dese er or bigender.	lves as women	encompasses a ra	ange of gender identit	ties, such as non-		
M - People W - People S - People v binary, agend	who identify themse who identify themse who prefer to self-dese er or bigender.	lves as women scribe/identify. This	encompasses a ra	ange of gender identit Enabler	cies, such as non-		

Location

Department of Jobs, Skills, Industry and Regions

2.3 Research activities predominantly led from and conducted in Victoria

Please confirm research activities for this Project were predominantly led from and Victoria.	d conducted in
If not, please advise on the reasons why this is the case.	
2.4 Gender Equity reporting	
Chief Investigator	
Is this project led by a Chief Investigator who identifies as a woman?	☐ Yes ☐ No
Project Team	
Does the project team consist of at least 50% members who identify as women?	□ Yes □ No
Does the project team have access to flexible working arrangements and working arrangements supporting workers with family or caring responsibilities, and family violence leave?	☐ Yes ☐ No

At completion of the project, what is the gender composition at all levels of the project team? Please use the table below.

Classification			Gender			
by reporting level to Project Lead i) enter 0 for the Project Lead; ii) enter -1 for the level below Project Lead and continue until all people are captured	Employee Level (your organisation's terminology)	Employment basis	W	M	S	Total employees
0	[optional]	Full-time permanent/ongoing				
		Full-time contract (fixed-term)				
		Part-time permanent/ongoing				
		Part-time contract (fixed-term)				
		Casual				
-1	[optional]	Full-time permanent/ongoing				
		Full-time contract (fixed-term)				

Department of Jobs, Skills, Industry and Regions

		Part-time permanent/ongoing Part-time contract (fixed-term)		
		Casual		
-2	[optional]	Full-time permanent/ongoing		
		Full-time contract (fixed-term)		
		Part-time permanent/ongoing		
		Part-time contract (fixed-term)		
		Casual		
-3	[optional]	Full-time permanent/ongoing		
		Full-time contract (fixed-term)		
		Part-time permanent/ongoing		
		Part-time contract (fixed-term)		
		Casual		

NB: The information captured in this section is for reporting purposes only and won't affect your grant.

Department of Jobs, Skills, Industry and Regions

3 Project budget and financials

3.1 Project budget – Grant Funding

Provide the amount of expenditure against each budget item. If this differs from the contracted amount by more than 10%, please provide an explanation.

Labour Costs	Type/Volu me	Contracted amount	Expenditure	Explanation for over/under- expenditure
Direct Research Costs				
Enabling Facility Costs				
Other Research Costs				
Total				
% of total available funding spent				

Department of Jobs, Skills, Industry and Regions

3.2 <u>Project budget – Co-contribution funding</u>

Provide a detailed plan of the projected expenditure against each budget item for the funding from the mVRAF grant

Labour Costs	Type/Volu me	Contracted amount	Expenditure	Explanation for over/under- expenditure
Direct Research Costs				
Enabling Facility Costs				
Other Research Costs				
Total				
% of total available funding spent				

Department of Jobs, Skills, Industry and Regions

3.3 <u>Statement of Expenditure</u>

Please attach a total statement of Project Expenditure (differentiating between co-contribution and grant funding), accompanied by a signed declaration made by an authorised officer of the Recipient certifying their accuracy

3.4 <u>Statutory Declaration</u>

Please attach a Statutory Declaration (in the form provided in Annexure A of the Grant Agreement)

Department of Jobs, Skills, Industry and Regions

4 **Project Impact**

4.1 <u>Communication and media opportunities</u>

How many peer reviewed journal articles have been published that are directly associated with the project?	
How many peer reviewed journal articles have been drafted and are seeking publication that are directly associated with the project?	
How many books/book chapters have been published that are directly associated with the project?	
How many conference presentations have been made that are directly associated with the project?	

Peer reviewed journal articles (including reports, editorials and letters to the editor)

Journal article details	In press / In print

Books or book chapters

Book / chapter details	I	In press / In print

Conference presentations

Department of Jobs, Skills, Industry and Regions

	nie or prese	ntation	Oral / poster	Date	Invited/Proffered	Location
ther communication and media opportunities (previous or upcoming) Date Description						
	than aammuu	sication and modic annout	unities (nuovieus en v		`	
Date Description	mer commu	ncation and media opport	unities (previous or t	ipcoming	,	
	Date	Description				
2 Additional funding	2 Addit	ional funding				
			and the total amount	of co-fun	ding received for the n	roject and then
Additional funding Please indicate the total funding leveraged and the total amount of co-funding received for the project and then list the specifics of each of the funding received.	Please indicate	e the total funding leveraged	and the total amount reived.	of co-fun	ding received for the p	roject and then
Please indicate the total funding leveraged and the total amount of co-funding received for the project and then list the specifics of each of the funding received.	Please indicate list the specific	e the total funding leveraged cs of each of the funding rec	eived.			
Please indicate the total funding leveraged and the total amount of co-funding received for the project and then	Please indicate list the specific	e the total funding leveraged cs of each of the funding rec anding: Were you able to lev	eived. erage any funding fro	m anothe	r source as a result of h	
Please indicate the total funding leveraged and the total amount of co-funding received for the project and then list the specifics of each of the funding received. Leveraged funding: Were you able to leverage any funding from another source as a result of having a mRNA	Please indicate list the specific	e the total funding leveraged cs of each of the funding rec anding: Were you able to lev	eived. erage any funding fro	m anothe	r source as a result of h	
Please indicate the total funding leveraged and the total amount of co-funding received for the project and then list the specifics of each of the funding received. Leveraged funding: Were you able to leverage any funding from another source as a result of having a mRNA	Please indicate list the specific	e the total funding leveraged cs of each of the funding rec anding: Were you able to lev	eived. erage any funding fro	m anothe	r source as a result of h	
Please indicate the total funding leveraged and the total amount of co-funding received for the project and then list the specifics of each of the funding received. Leveraged funding: Were you able to leverage any funding from another source as a result of having a mRNA	Please indicate list the specific	e the total funding leveraged cs of each of the funding rec anding: Were you able to lev	eived. erage any funding fro	m anothe	r source as a result of h	

\$

\$

Total Funding Leveraged

Total Co-Funding

Department of Jobs, Skills, Industry and Regions

Leveraged / Co-fundi	ing					
Source						
Amount		\$				
4.3 Health and economic impacts generated						
4.3.1 Workforce s	ummary					
Total FTE employed b	y project					
Total Headcount emplo	oyed by project					
Current FTE employed	d by project					
Current Headcount em	ployed by project					
Clinical Trials (If applicable):						
If the project that the Agency has funded has any involvement with clinical trials, please provide details below.						
Trial Code						
Trial Name						
Industry Support						
Recruitment Target No).					
Number of patients						
recruited						

Department of Jobs, Skills, Industry and Regions

Indicate in the table below the number and type of positions that were <u>employed</u> (receive a salary) on this project since it commenced (expand the table as necessary), including the Lead Organisation and other named Investigators. Include all positions, including those that are no longer active on the project. Please do not include in-kind or volunteer positions. Include each position type and location separately: if the same position is provided at multiple locations, then each location, with the corresponding FTE, should be provided on a separate line of the table.

Please select from the following position types:

- Researcher
- Clinician Allied health
- Clinician Nursing
- Clinician Medical
- Research Assistant
- Research Nurse
- Data manager
- Research trial cocoordinator
- Statistician
- Consumer

- PhD / other student
- Administrative staff
- Project officer
- Other

Position type	FTE	Headcount	Years Employed (Financial Year)	Research Organisation (employer)	Primary organisation where most work is conducted	Postcode of organisation where most work is conducted

4.3.2 Broader health and economic impacts

Delete if not applicable.

Please detail any additional health and economic impacts generated as a result of the Project which have not been captured previously in this report.