

(Salutation, First Name, Surname PI / CI)  
(Faculty (if applicable)  
Organisational Name  
Street/Postal Address)  
(SUBURB STATE POSTCODE)

Dear (Salutation and Surname),

## LETTER OF OFFER

The TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland offers ***[insert full name of grant recipient and ABN, if applicable]***, an Applied Research Grant (Grant) ***[insert Grant Opportunity Number]***. The offer, under Round 1 is for \$ ***[insert grant amount]*** total, including \$***[insert GST amount]*** GST, to undertake the proposed research, ***[insert research project title]*** and Grant Activity as set out in the attached Grant Schedule.

To accept this offer and enter into an Agreement with the TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland, you must complete and submit this Grant Agreement and Schedule document through the Application Portal by ***[insert date]***, otherwise this offer will lapse. Provided a signed copy of this Agreement is received by this date, this letter, and the Agreement will form a legally enforceable agreement between TAFE Queensland, and ***[insert grant recipient]***.

If you have any questions about this offer, please contact [TCECleanEnergyBatteries@tafeqld.edu.au](mailto:TCECleanEnergyBatteries@tafeqld.edu.au).

Yours Sincerely,

(Body)

(Closing Paragraph)

(Contact Paragraph)

## GRANT SCHEDULE

### Purpose of the Grant

This Grant, provided under Round 1 of the TAFE Centre of Excellence Clean Energy Batteries Applied Research Grants, is awarded for the purpose of facilitating applied research projects that respond to education and training, and workforce attraction and retention needs. The outcomes of the Grant will contribute to achieving both Commonwealth and State Governments policy objectives, which benefit the public, through supporting innovative research which provides insights and solutions to realise the opportunities and address the challenges in the clean energy batteries industry, enhance education and training, and improve diversity, equity and inclusion in the clean energy batteries workforce.

The Grantee agrees to use the Grant monies and undertake each activity in accordance with this Agreement.

### Grant Activity

***[Insert a full description of the activity to be undertaken throughout the course of the Grant, projected timeline, milestones, and intended research outcomes.]***

The Grantee agrees to the completion and submission of the following reports in the form specified via the templates provided:

Grant Activity Reporting Commitments (12 month project)	
Report 1: Commencement of research project	<i>[insert date - which should be approximate to three months following the commencement of the Grant Period]</i>
Report 2: Interim Report	<i>[insert date – which should be approximate to six months following the commencement of the Grant Period]</i>
Report 3: Final Report	<i>[insert date – which should be approximate to twelve months following the commencement of the Grant Period]</i>

Grant Activity Reporting Commitments (6 month project)	
Report 1: Commencement of research project	<i>[insert date - which should be approximate to one month following the commencement of the Grant Period]</i>
Report 2: Interim Report	<i>[insert date – which should be approximate to three months following the commencement the Grant Period]</i>
Report 3: Final project report	<i>[insert date – which should be approximate to six months following the commencement of the Grant Period]</i>

Research findings and outputs produced as a result of this Grant including, but not limited to, Interim Report, Final Report, conference presentations, and peer-reviewed publications, as well as any publicity, advertising and marketing related to the Grant must adhere to strict marketing and publicity requirements as outlined in this Letter of Offer.

## Grant Activity Budget

As per the Grant proposal, the Grantee agrees to use the Grant and undertake the Activity consistent with the following budget:

***[insert overview of budget as provided within the Application Form]***

## Grant Duration

The Grant Activity starts on ***[insert date/event]*** and ends on ***[insert date/event]***, which is the Activity Completion Date.

## Grant Amount and Payment Details

The amount of the Grant is \$ ***[insert grant amount]*** total, including \$ ***[insert GST amount]*** GST. The payments of the Grant will be made as follows:

Amount	Date
\$ <b><i>[insert 50% of awarded grant monies]</i></b>	Insert date two weeks following the commencement of Grant Activities upon acceptance of the Grant (Milestone 1)
\$ <b><i>[insert 30% of awarded grant monies]</i></b>	Insert delivery date for Interim Report (Milestone 3)
\$ <b><i>[insert 20% of awarded grant monies]</i></b>	Insert delivery date for Final Report (Milestone 4)

The parties acknowledge that in accordance with section 9-17 of the *New Tax System (Goods and Services Tax) Act 1999 (Cth)*, the Grant is consideration for a taxable supply. GST is payable in relation to this Grant, and where applicable, TAFE Queensland will pay the Grant amount plus GST provided that the Grantee is registered for GST.

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the bank account provided.

## Spending the Grant

The Grantee must provide TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland with a completed Final Research Report, including the final expenses ledger, which demonstrates that any money received under the Grant has been spent in accordance with this letter.

The Grantee must use the Grant Amount only to deliver the Grant Activity set out in this Letter of Offer. If the Grantee uses the Grant Amount for a purpose other than those permitted under this Agreement, or as otherwise approved by TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland ('**Unauthorised Allocation**'), then, without limiting any other rights it may have, TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland may notify the Grantee that the Grantee is required to repay the Unauthorised Allocation within 10 Business Days. This amount will be a debt due and owing to TAFE Queensland by the Grantee.

## Governing Law

This Agreement is governed by the law of Queensland, Australia.

## Record Keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for a period of five years after the Activity Completion Date and to make them available to TAFE Queensland, TAFE Centre of Excellence Clean Energy Batteries; and/or the Department of Employment and Workplace Relations; and/or the Department of Trade, Education and Training on request. This term survives the termination, cancellation or expiry of the Agreement.

## Other obligations

The Grantee must perform the Grant Activity:

- to highest quality possible having regard to best industry practice, good corporate governance and TAFE Queensland's the Queensland Government's reasonable expectations for the prudent use of public monies;
- in accordance with all applicable laws and regulations, and any relevant industry standards, guidance and codes of practice, applicable to the Grantee;
- in a manner that will not or is not likely to damage the reputation of TAFE Queensland, TAFE Centre of Excellence Clean Energy Batteries, or the Queensland Government.

The Grantee agrees to comply with the reasonable directions of TAFE Queensland in relation to academic, quality and regulatory compliance, and to do all things reasonably necessary to assist TAFE Queensland in fulfilling its obligations under its head funding agreement with the Queensland Government, including after the Grant Activity concludes.

## Marketing and Publicity

TAFE Queensland, in conjunction with the Department of Trade, Education and Training, reserve the right to issue public statements and will retain the right to release information in the first instance in relation to this Grant.

The Grantee must not:

- advertise, market or promote the Grant in any medium (including, but not limited to, online, social media, print, radio or television) without submitting the proposed marketing material to TAFE Queensland for approval, and the Grantee must publish marketing material in the exact form approved by TAFE Queensland.
- make any critical or misleading public statements in relation to this Grant, including statements that are critical of the level of funding or actions taken by TAFE Queensland pursuant to this Grant.
- allow any other party to advertise, market or promote the Grant on behalf of the Grantee including, without limitation, a sub-contractor, agent or investigator.

The Grantee must ensure that all advertising, marketing and/or promotional activities, as well as research findings and outputs related to the Grant including, but not limited to, industry reports, rapid literature reviews, conference presentations, and peer-reviewed publications, clearly and prominently note the relevant Funding Acknowledgement:

*This work is/was supported by the TAFE Centre of Excellence Clean Energy Batteries, led by TAFE Queensland, a joint initiative between the Australian and Queensland Governments.*

The Grantee must use best endeavours to remove or amend any advertising, marketing and/or promotional activities undertaken by the Grantee, if requested by TAFE Queensland.

## Signatures

### Grantee

Insert PI/s/ CI's / Directors Name:

Position:

Signature:

Date

### TAFE Queensland

Name:

Position:

Signature:

DATE

## GRANT CONDITIONS

### 1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement, and to not cease or change any of the Grant Activity without the prior written approval of TAFE Queensland.

### 2. Promotion and Acknowledgements

The Grantee agrees to adhere to all marketing and publicity requirements of the Grant, including obtaining TAFE Queensland's approval for any promotional materials or activities and ensuring all statements and relevant research outputs include the Funding Acknowledgement.

### 3. Notices

The Grantee agrees to notify the TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland:

- a) promptly, of any change to the Grant Activity, or anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict;
- b) immediately, of any allegation that raises a reasonable suspicion of misconduct or dishonesty of a serious nature by the Grantee or its personnel in respect of Funding or the Grant Activity; and
- c) within one business day, of any matter where significant media attention has occurred or is likely to occur in respect of the Grant Activity.

### 4. Payment of the Grant

The TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland agrees to pay the Grant to the Grantee in accordance with this Agreement.

The parties agree that the amount of the Grant is inclusive of any GST payable, and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement.

### 5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland, and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

### 6. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount, unless agreed in writing otherwise.

## 7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for the period specified in the Grant Schedule and to make them available on request.

The Grantee agrees to meet with TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland throughout the term of this Agreement for the purposes of monitoring the delivery of the Grant Activity and assisting TAFE Queensland to fulfil its obligations to the Queensland Government, which may include meetings with visits by Queensland Government personnel to inspect the Grantee's records related to the Grant Activity. The Grantee must make available to TAFE Centre of Excellence Clean Energy Batteries at TAFE Queensland all information and documents that it requests for the purpose of this clause and the Grantee warrants in each instance, that such information and documents are true and correct to the best of the Grantee's knowledge.

The Grantee agrees to provide all reasonable assistance to TAFE Queensland in relation to its financial and compliance audit obligations it owes to the Queensland Government, including by giving TAFE Queensland or the Queensland Government and each of its auditors full and free access to any records, personnel, premises, accounts, documents, and papers that relate to the receipt, expenditure or payment of the Grant Amount.

## 8. Privacy

When dealing with Personal Information (as defined in the *Information Privacy Act 2009* (Qld)) in carrying out the Grant Activity, the Grantee must comply with the Relevant Provisions of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this deed, as if it were an 'agency' for the purposes of that Act.

'Relevant Provisions' means Parts 1 and 2 of Chapter 2 and section 41 of the *Information Privacy Act 2009* (Qld).

## 9. Grant Activity IP and Background IP

### Grant Activity IP

The Grantee acknowledges and agrees that all Grant Activity IP will vest in, and is assigned to, TAFE Queensland on creation. The Grantee must, at its own expense, execute all documents and do all things required to give effect to this clause, including obtaining as soon as possible and providing to TAFE Queensland legally effective releases or assignments to TAFE Queensland from any of the Grantee's personnel in respect of any Grant Activity IP.

### Background IP

Each party acknowledges and agrees that the other party's Background IP remains the property of that other party; and must not be used or disclosed for any purpose other than in the performance of this Agreement.

The Grantee grants to TAFE Queensland an irrevocable, worldwide, royalty free, non-exclusive and non-transferable licence to:

- use, reproduce, communicate to the public and adapt for its own use;
- perform any other act with respect to copyright in; and
- manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

its Background IP to the extent that such Background IP forms part of, or is required to make full use of, the Grant Activity IP.



The Grantee warrants that its Background IP and the acts of TAFE Queensland or a person authorised by TAFE Queensland in relation to the Grantee's Background IP in accordance with this agreement does not and will not infringe the Intellectual Property Rights or moral rights of any person.

#### Grantee's Licence

TAFE Queensland grants to the Grantee an irrevocable, worldwide, royalty free, non-exclusive and non-transferable licence in the Grant Activity IP to:

- deliver the Grant Activity; and
- publish its research findings produced as a result of the Grant Activity solely for academic purposes, including in industry reports, rapid literature reviews, conference presentations, and peer-reviewed publications.

For the purposes of this clause:

- a) 'Background IP' means a party's Intellectual Property Rights existing at the date of this Agreement, or coming into existence during the term of this Agreement, other than Grant Activity IP.
- b) 'Grant Activity IP' means Intellectual Property Rights that are discovered, developed or otherwise come into existence as a result of, for the purposes of, or in connection with the performance of the Grant Activity or this Agreement.
- c) 'Intellectual Property' means anything (including, but not limited to, inventions, ideas, designs, concepts, information, works and subject matter other than works) in which Intellectual Property Rights are capable of subsisting.
- d) 'Intellectual Property Rights' includes all present and future rights in relation to copyright, trademarks, designs, patents, trade, business or company names or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this agreement, and whether existing in Australia or otherwise.

## **10. Confidentiality**

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law.

## **11. Insurance**

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide TAFE Queensland with proof when requested.

## **12. Licences and approvals**

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working with Children Checks and Working with Vulnerable People checks.

The Grantee must ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes these same obligations on the subcontractor and requires the subcontractor to include these obligations in any secondary subcontracts.



### 13. Dispute resolution

The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

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

The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

### 14. Termination for default

TAFE Queensland may terminate this Agreement by notice where it reasonably believes the Grantee:

- a) has breached this Agreement; or
- b) has provided false or misleading statements in their application for the Grant; or
- c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

TAFE Queensland will not be required to make any further payments of the Grant after the termination of the Agreement.

### 15. Conflict of Interest

The Grantee warrants that, at the date of this Agreement, no actual, reasonably anticipated or perceived conflict of interest exists in relation to the performance of the Grant Activity. The Grantee must immediately notify TAFE Queensland of any matter which may give rise to an actual or potential conflict of interest at any time. If a conflict of interest arises during the term of this Agreement, or any matter arises which may reasonably be expected to give rise to an actual or potential conflict of interest, the Grantee must:

- a) immediately notify TAFE Queensland and outline its plan for resolving or avoiding the conflict; and
- b) take all such action as may be reasonably necessary to resolve or avoid the conflict of interest, including any action that TAFE Queensland may reasonably require, in a manner satisfactory to TAFE Queensland.

### 15. General provisions

A party is not by virtue of this Agreement an employee, agent or partner of the other party.

This Agreement may only be varied by the parties' signed written agreement.

Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity IP) survive the expiry or termination of this Agreement.

### 16. Hierarchy

A Grant Agreement will be formed between TAFE Queensland and the Grantee when the Grantee submits this Grant Agreement and Schedule document through the Application Portal by [**insert date**]

Each Grant Agreement incorporates the terms contained in:



- a) the terms of this Grant Agreement, including the Grant Schedule and Conditions;
- b) the relevant Grant Opportunity Guidelines; and
- c) the Grant Opportunity Application Form submitted by the Grantee.

In the event and to the extent of any inconsistency between the terms of the above documents, the order of hierarchy in descending order will prevail.