



**Australian Government**  
**Department of Defence**

**Commonwealth Grant Agreement**

between

the

Commonwealth

represented by the

**Department of Defence**

and

**The Australian Strategic Policy Institute Limited**

**FY2018-19, FY2019-20, FY2020-21, FY2021-22**

**and FY2022-23**

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## Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

This agreement is between the Commonwealth represented by the Department of Defence (ABN 68 706 814 312) and the Australian Strategic Policy Institute Limited (ASPI), Level 2 Arts House, 40 Macquarie St BARTON ACT 2600 (ABN 77 097 369 045).

### The Grantee

Full legal name of Grantee	The Australian Strategic Policy Institute Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Commonwealth Company
Trading or business name	The Australian Strategic Policy Institute
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	097 369 045
Australian Business Number (ABN)	77 097 369 045
Registered for Goods and Services Tax (GST)?	Yes - GST not applicable
Date from which GST registration was effective?	22 August 2001
Registered office (physical/postal)	Australian Strategic Policy Institute, Level 2 Arts House, 40 Macquarie St BARTON ACT 2600
Relevant business place (if different)	
Telephone	+61 (02) 6270 5100
Fax	+61 (02) 6273 9566
Email	enquiries@aspi.org.au

### The Commonwealth

The Commonwealth of Australia represented by the Department of Defence.

#### Russell Offices

Sir Thomas Blamey Square

RUSSELL ACT 2600

ABN 68 706 814 312

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## Background

The Grant is being provided to the Australian Strategic Policy Institute (ASPI) under the Department of Defence's Strategic Policy Grants Program for the purpose of promoting strategic policy discourse, debate and research of value to Australian Government and the Department of Defence.

The Department of Defence has agreed to enter into this Agreement under which Defence will provide ASPI with one Grant for each of FY2018-19; FY2019-20; FY2020-21; FY2021-22; and, FY2022-23 for the purpose of assisting ASPI to undertake the associated Activity.

ASPI agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

- (a) this document; and
- (b) the General Grant Conditions (Schedule 1).

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

## Grant Details

### A. Purpose of the Grant

The purpose of the Grant is to:

- (a) Promote informed discourse and debate through quality research and discussion forums on Australian strategic and defence policy issues by creating and disseminating new insights, concepts, understandings and policy recommendations relevant to the Australian Government and the Department of Defence.
- (b) In doing these things, encourage and foster new and emerging strategic policy personnel working both inside and outside government, including by developing policy skills, analytical and writing abilities and understanding of national security issues.
- (c) Promote an international understanding of Australia's strategic and defence policy perspectives.

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## B. Activity

This Grant is awarded to ASPI to carry out, in FY2018-19; FY2019-20; FY2020-21; FY2021-22; and, FY2022-23; the Activity below. The project managers of the Activity are the Department of Defence Assistant Secretary for Strategic Policy and the ASPI Director of Defence and Strategy. The deliverables prepared by the project managers will be approved by Grant senior representatives the Defence Deputy Secretary for Strategic Policy and Intelligence and the Executive Director of ASPI.

### 1. Administration

Provision by the ASPI project manager to the Defence project manager of a preliminary annual project plan and budget for the Grant by 31 July each year (or, in the first year, within 30 days of signing of the grant contract). The grant project managers will finalise the plan by 31 August each year for final approval by the senior Grant representatives, with a copy then delivered to the Secretary of Defence. The project plan must be updated by ASPI to reflect any significant Activity changes during each year. The project plan is to describe the Defence Specific Program Activities that are proposed for the year for Defence's consideration and agreement, as well as the planned apportionment of the non-Defence Specific Project funding between ASPI staff expenses and facilities costs.

### 2. Independent policy-relevant research

Conduct of independent policy-relevant and analysis to better inform Government decisions and public understanding of strategic and defence issues. This is a core reason for Defence to fund ASPI through this grant. Defence expects ASPI to apply the annual grant funding to enable this Activity and intends that the grant funding will be used for staff expenses and facilities costs as a result.

### 3. Defence Specific Projects (DSPs)

- a) The allocation of ten per cent of the total annual grant to mutually-agreed Defence Specific Projects (DSPs) each financial year.
- b) The DSPs reflect annual Defence priority interests and challenges for Australia's defence and security needs, and will involve a range of research publications and events that support the purpose of this Grant.
- c) The allocation from DSP funding to a Women, Peace and Security project; and two events (e.g. conferences and/or track 1.5 dialogues) on behalf of Defence to be mutually agreed and with countries of Defence's choosing aimed at furthering Defence's strategic policy priorities, in each financial year.

### 4. Professional Development

- (a) Implementation of an indigenous internship program aligned with ASPI's existing internship program in each financial year.

- (b) If mutually agreed at any time during the life of this Agreement, on a case by case basis, secondment of an APS, SES or ADF officer or officers to ASPI for periods of not less than three months and not more than one year for the purposes of professional development or to assist in Defence Specific Projects. Any secondment will be governed by a separate written agreement between the Department of Defence and ASPI.
- (c) The provision of up to six spaces free of registration/attendance fees for officers nominated by the Department of Defence to attend ASPI-branded events. The respective project managers will identify event representatives to coordinate this participation, which will be reflected in the annual project plan.
- (d) Attendance, by request, of up to ten Defence personnel each financial year on ASPI educational courses.
- (e) The provision of 30 copies of all keystone printed publications to the Department of Defence free of costs and charges. ASPI may also, at its own discretion, provide additional copies free of charge to officers within the Department of Defence.

### C. Duration of the Activity

Year One	Year Two	Year Three	Year Four	Year Five
1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2020	1 July 2020 to 30 June 2021	1 July 2021 to 30 June 2022	1 July 2022 to 30 June 2023

### D. Payment of the Grant

The total amount of the Grant is \$20,000,000 (GST not applicable).

The Department of Defence will pay the total grant amount for each financial year upon receipt of a correctly rendered invoice. The first payment may be rendered upon signature of this funding agreement, and in subsequent years, at the start of the financial year.

The Grantee may only raise a tax invoice to the Commonwealth in the amounts set out in Table D following satisfactory completion of the Grantee's obligations in Section E.

Financial Year	Anticipated Date of Payment	Amount (GST not applicable)
2018-19	At earliest opportunity, once a grant agreement has been signed and a tax invoice raised	\$4,000,000

2019-20	No earlier than 1 July 2019 and only following satisfactory completion of the Grantee's obligations in Section E	\$4,000,000
2020-21	No earlier than 1 July 2020 and only following satisfactory completion of the Grantee's obligations in Section E	\$4,000,000
2021-22	No earlier than 1 July 2021 and only following satisfactory completion of the Grantee's obligations in Section E	\$4,000,000
2022-23	No earlier than 1 July 2022 and only following satisfactory completion of the Grantee's obligations in Section E	\$4,000,000
	<b>TOTAL</b>	<b>\$20,000,000</b>

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

***REDACTED***

### **Invoicing**

Subject to the Grantee's satisfactory compliance with Term D, the Grantee will raise a tax invoice and provide it to the Department of Defence. The Department will pay the invoice 30 days from receipt.

### **E. Reporting**

#### **Post activity reports**

The Grantee will provide a Post-Activity Report to the Department of Defence no later than 31 July in each year on its Activity comprising a self-assessment against the issues identified below.

The Post-Activity report is to be concise and informative, in the order of two to five pages. It is to:

1. Outline the categories of activity, agreed in the project plan and budget, against which the grant funding has been spent. In making the Grant, Defence intends that the 90% of the annual grant funding amount will be allocated to ASPI staff expenses and facilities costs, as this enables ASPI to achieve the Grant Purposes set out earlier in this agreement, through the Activities. As noted earlier, 10% of the annual grant funding amount is to be expended on the Defence Specific Projects.
2. Contain a description of key achievements against the project plan, as well as any other items or events related to the Purposes and Activities covered by this agreement. A particular focus of the report is to be on the Defence Specific Projects, including a self-assessment of their impact and value to inform Defence's evaluation.

The Commonwealth may request that the Grantee provide further brief information in relation to the Grantee's self-assessment and the Grantee will provide the requested information within 30 days.

#### **Acquittal of Grant funds**

The annual acquittal of Grant funds must be included in the Post-Activity Report for each year of the Grant Agreement.

The non-audited financial acquittal report must include an income and expenditure statement for the Grant and confirmation that the funding has been spent on the activity in accordance with the Grant Agreement, Schedule and Terms and Conditions.

The acquittal should clearly identify the funding allocated to all Activities, including the mutually agreed Defence Specific Projects. Should less than 10% of a year's grant funding be required for the DSPs, this will be identified, along with the allocation of those funds to the other Grant activities.

Financial Statements should be in agreement with the relevant accounts and records and be prepared in compliance with Australian Accounting Standards to present accurately and fairly the financial transactions relating to all funding received from the Grant in each financial year. Non-audited financial acquittal reports must be certified by the Executive Director or an authorised officer of the Grantee organisation.

#### **F. Annual Grant Administration Flowchart**

<b>Date</b>	<b>Action</b>
Start of FY	ASPI delivers invoice and project plan and budget for the annual grant funding to which Defence has 30 days to pay a correctly rendered invoice
No later than 31 July	ASPI will provide a Post-Activity Report



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## G. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative	Peter Jennings
Position	Executive Director
Postal/physical address	Australian Strategic Policy Institute, Level 2 Arts House, 40 Macquarie St BARTON ACT 2600
Business hours telephone	+61 (0)2 6270 5100
Mobile	
Fax	+61 (0)2 6273 9566
E-mail	<a href="mailto:peterjennings@aspi.org.au">peterjennings@aspi.org.au</a>

### Commonwealth representative and address

Name of representative	Tom Hamilton
Position	Deputy Secretary Strategic Policy and Intelligence
Postal/physical address	PO Box 7901 CANBERRA BC ACT 2610 R1-5 Russell Offices CANBERRA ACT 2600
Business hours telephone	+ 61 (0) 2 6265 2636
E-mail	<a href="mailto:tom.hamilton@defence.gov.au">tom.hamilton@defence.gov.au</a>
Alternative Point of Contact	Peter Sawczak + 61 (0) 2 6265 2846 <a href="mailto:peter.sawczak@defence.gov.au">peter.sawczak@defence.gov.au</a>

The project managers will be responsible for liaison and management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## H. Supplementary Terms

### H1. Other Contributions

H1.1 Not applicable.

### H2. Activity budget

H2.1 The Grantee agrees to expend the Grant only on the Activity.

### H3. Record keeping

H3.1 The Grantee agrees to maintain records of receipts and expenditure of the Grant and any Other Contributions for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

H3.2 Term H3 survives the termination, cancellation or expiry of the Agreement.

### H4. Audit

Not applicable.

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## **H5. Activity Material**

H5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

H5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

H5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

H5.4 Term H5 survives the termination, cancellation or expiry of the Agreement.

## **H6. Access**

H6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

H6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause H6.1.

H6.3 Term H6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## **H7. Equipment and assets**

Not applicable.

## **H8. Relevant qualifications or skills**

Not applicable.

## **H9. Activity specific legislation, policies and industry standards**

Not applicable.

## **H10. Commonwealth Material, facilities and assistance**

Not applicable.

## **H11. Jurisdiction**

G11.1 This Agreement is governed by the laws of the Australian Capital Territory.

## **H12. Grantee trustee of a Trust**

Not applicable.

## **H13. Commonwealth Review of ASPI**

G13.1 The Commonwealth may review the future of the Grantee at any time during the life of this Agreement.

## Signatures

Executed as an agreement:

### Commonwealth:

Signed for and on behalf of the  
Commonwealth of Australia as  
represented by the Department of  
Defence

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Name:  
(print)

Position:  
(print)

*SIGNATURE REDACTED*

Signature and date:

Witness Name:  
(print)

*SIGNATURE REDACTED*

Signature and date:

Name of Company:

Director's Name:  
(print)

*SIGNATURE REDACTED*

Signature and date:

Director/Company Secretary

Name:  
(print)

Signature and date:



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## **1. Undertaking the Activity**

The Grantee agrees to undertake the Activity in accordance with this Agreement.

## **2. Acknowledgements**

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

## **3. Notices**

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

## **4. Relationship between the Parties**

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## **5. Subcontracting**

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## **6. Conflict of interest**

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

## **7. Variation**

This Agreement may be varied in writing only, signed by both Parties.

## **8. Payment of the Grant**

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

## **9. Spending the Grant**

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

## **10. Repayment**

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

## **11. Record keeping**

The Grantee agrees to maintain records of the expenditure of the Grant.

## **12. Intellectual Property**

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

## **13. Privacy**

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

## **14. Confidentiality**

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

## **15. Insurance**

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

## **16. Indemnities**

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

**17. Dispute resolution**

17.1 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.

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

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

**18. Termination for default**

The Commonwealth 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.

**19. Cancellation for convenience**

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

**20. Survival**

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

**21. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.