



Australian Government

Australian Renewable Energy Agency

Australian Renewable Energy Agency

Advancing Renewables Program Funding Agreement
number G00930

Australian Renewable Energy Agency (ARENA)

Greatcell Solar Limited (Recipient)

Details

Date

_____/_____/_____
day month year

Parties

Name Australian Renewable Energy Agency (ABN 35 931 927 899)
Short form name **ARENA**

Name Greatcell Solar Limited (ABN 92 111 723 883)
Short form name **Recipient**

Background

- A ARENA is undertaking the Advancing Renewables Program (**Program**) to provide funding for activities involving renewable energy technology, including hybrid and enabling technologies, that support the Program Outcomes.
- B The Recipient applied for funding through the Program to perform the Activity.
- C ARENA is required by law to ensure accountability for the funding and accordingly the Recipient is required to be accountable for all funding received.
- D ARENA has agreed to provide funding to the Recipient for the purposes of the Activity, subject to the terms and conditions of this Agreement.
- E The Recipient accepts the funding for the purposes of the Activity, and subject to the terms and conditions of this Agreement.

Advancing Renewables Program Funding Agreement

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General Conditions

Part 1 – Activity and Funds

1. Definitions and interpretation

1.1 Defined terms

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

Abandoned	not having carried on any work or activities on the Activity for 60 consecutive days, except where relieved of the obligation to do so under this Agreement.
Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Activity	the Activity described in Schedule 2.
Activity Event	any promotional event conducted by the Recipient relating to the Activity, including celebration of funding or launch of the completed Activity.
Activity Failure	termination of this Agreement: <ul style="list-style-type: none">(a) in accordance with clause 4.3;(b) as a result of the Recipient Abandoning the Activity; or(c) otherwise due to technical or commercial reasons that make it unfeasible to complete the Activity.
Activity Lessons Learnt	information, knowledge and lessons learned (both positive and negative) by the Recipient, its Personnel or Subcontractors from the Activity.
Activity Participant	a person specified in item 11 of Schedule 1.
Agreement	this agreement between ARENA and the Recipient, as varied from time to time in accordance with clause 41.3, including the Schedules and any attachments.
Agreement Material	any Material created by, for or on behalf of the Recipient on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Agreement including any modifications that may be required under clause 24.6(b).
Agreement Period	the period from the Commencement Date to the date ARENA accepts the Final Report.
Application	the expression of interest and application submitted by, for or on behalf of the Recipient for funding under the Program in relation to the Activity.

ARENA	the Australian Renewable Energy Agency as specified in item 1 of Schedule 1.
ARENA Representative	the person identified in item 3 of Schedule 1.
Assets	<p>(a) items described in item 14 of Schedule 1; and</p> <p>(b) any items of tangible property exceeding \$100,000 in value which are purchased, leased, created or otherwise brought into existence by, for or on behalf of the Recipient either wholly or in part with use of the Funds, not including Agreement Material.</p>
Authorisation	any authorisation, approval, licence, permit, consent, determination, certificate, notice, requirement or permission from any Authority which must be obtained or satisfied (as the case may be) to perform work on the Activity.
Authority	<p>(a) any Commonwealth, State, Territory, local or foreign government or semi-governmental authority, court, administrative or other judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality; or</p> <p>(b) any other person having jurisdiction in connection with work required for the Activity.</p>
Budget	the budget (if any) set out in item 6 of Schedule 4, as varied from time to time in accordance with this Agreement or otherwise by agreement in writing between the parties from time to time.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the Notice is received.
Cash Flow Plan	a Report provided by the Recipient in accordance with item 1 of Schedule 3.
Change in Control	<p>in relation to an entity, a change in the direct or indirect power or capacity of a person to:</p> <p>(a) determine the outcome of decisions about the financial and operating policies of the entity; or</p> <p>(b) control the membership of the board of directors of the entity,</p> <p>whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of the entity or otherwise, not including a change in control resulting from ordinary course trading on a stock exchange in the shares of the entity.</p>
Commencement Date	the date specified in item 5 of Schedule 1.
Commonwealth	the Commonwealth of Australia.

Corresponding WHS Law	the same meaning as in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
Crisis	<p>any time of intense difficulty or danger in relation to the Activity including:</p> <ul style="list-style-type: none"> (a) any event or occurrence which could have a material adverse effect on the Recipient's ability to complete the Activity; (b) any actual or alleged crime or serious misconduct by the Recipient or any of its Personnel or Subcontractors in connection with the Activity; (c) any incident or possible incident in connection with any Activity activities that constitutes or may constitute a threat to the health, safety and wellbeing of any person or community, or otherwise threatens the environment or any property; (d) any inappropriate release of information in relation to the Activity that could affect ARENA's or the Commonwealth's reputation (for example, in breach of confidentiality or security requirements); and (e) any inappropriate release of information in relation to the Activity that could affect the Recipient's reputation.
Depreciation	depreciation calculated for income tax purposes under, and in accordance with, the <i>Income Tax Assessment Act 1997</i> (Cth).
Eligible Expenditure	<p>expenditure (inclusive of GST but less related input tax credits the Recipient is entitled to claim) incurred by the Recipient on the Activity:</p> <ul style="list-style-type: none"> (a) after the Commencement Date that qualifies as eligible expenditure under the <i>Advancing Renewables Program – Program Guidelines</i>; or (b) that ARENA otherwise approves (in its absolute discretion) as eligible expenditure for the purposes of this Agreement.
End Date	the date specified in item 6 of Schedule 1.
Final Report	the meaning given in item 4 of Schedule 3.
Funds	the funding paid by ARENA to the Recipient under this Agreement and any interest earned by, for or on behalf of the Recipient on that funding.
General Conditions	clauses 1 to 41 of this Agreement.
GST Law	the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insolvency Event	<p>the occurrence of any of the following events:</p> <ul style="list-style-type: none"> (a) a liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager, or similar is appointed in respect

of a corporation or any of the assets of a corporation;

- (b) a distress, attachment or other execution is levied or enforced upon or against any assets of a corporation of an aggregate value of \$500,000 or greater, and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within 10 Business Days;
- (c) an order is made for the administration, dissolution or winding up of a corporation, or a resolution is passed for the administration or winding up of the corporation other than for the purposes of a solvent reconstruction or amalgamation on terms approved by ARENA;
- (d) a corporation ceases to carry on its business or to pay its debts generally, other than for the purposes of a solvent reconstruction or amalgamation on terms approved by ARENA;
- (e) a corporation enters, or resolves to enter into any scheme of arrangement or composition with creditors generally, or any class of creditors, other than for the purposes of a solvent reconstruction or amalgamation approved by ARENA; or
- (f) a corporation is unable to pay its debts as and 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).

Intellectual Property Rights

all intellectual property rights, including:

- (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

IP Management Plan

the intellectual property management plan as set out at Schedule 6.

Knowledge Sharing Activities

the activities identified in the Knowledge Sharing Plan.

Knowledge Sharing Deliverables

the data specified in Table B in the Knowledge Sharing Plan and any Material to be provided to ARENA in accordance with Table C in the Knowledge Sharing Plan.

Knowledge Sharing Objectives	the meaning given in the Knowledge Sharing Plan.
Knowledge Sharing Plan	the knowledge sharing plan in Schedule 5 as varied by agreement in writing between the parties from time to time.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government.
LEADR & IAMA	<p>the dispute resolution association with that name and the Australian Business Number 69 008 651 232 and the following contact details as at the Commencement Date:</p> <p>Address: Level 1, 13-15 Bridge Street, Sydney NSW 2000</p> <p>Email: infoaus@leadriama.org</p> <p>Telephone: (61-2) 9251 3366</p> <p>Fax: (61-2) 9251 3733.</p>
Major Subcontract Work	<p>any work undertaken for the purpose of the Activity and performed by a Subcontractor:</p> <p>(a) which has a total contract sum in excess of \$500,000; or</p> <p>(b) which has, or may potentially have, a material impact on the progress or performance of work on the Activity or the Activity's achievement of the Outcomes.</p>
Material	includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone Report	the meaning given in item 1 of Schedule 3.
Milestones	the milestones set out in Schedule 2.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
Notice	a notice, demand, consent, approval or communication issued under this Agreement.
Other Contributions	the financial or in-kind contributions (if any) specified in item 5 of Schedule 4 or notified from time to time under clause 14.2(c).
Outcomes	the outcomes for the Activity, as set out in Schedule 2.
Payment Claim	the meaning given in clause 16.1(a).
Payment Criteria	the Milestones and other payment criteria specified in item 3 of Schedule 4.

Personal Information	the meaning given in the <i>Privacy Act 1988</i> (Cth).
Personnel	in relation to a party, any employee, officer, agent, or professional adviser of that party and: <ul style="list-style-type: none"> (a) in the case of the Recipient, also of any Subcontractor; and (b) in the case of ARENA, including staff made available under section 62 of the <i>Australian Renewable Energy Agency Act 2011</i> (Cth).
Pre-existing Material	Material owned by a party before execution of this Agreement, including any Material specified in item 16 of Schedule 1.
Program	the Program referred to in paragraph A of the Background to this Agreement.
Program Outcomes	the Program Outcomes specified in the <i>Advancing Renewables Program – Program Guidelines</i> in effect at the Commencement Date.
Project Review Committee	any steering committee, group or body established for the purpose of overseeing and/or coordinating the delivery of the Activity (including in relation to the development and construction of the Activity).
Recipient	the party specified in item 2 of Schedule 1.
Recipient Confidential Information	information of the Recipient that is by its nature confidential and is described in item 20 of Schedule 1, but not including information that is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligation.
Recipient Contributions	the financial or in-kind contributions (if any) specified in item 4 of Schedule 4.
Recipient Representative	the person identified in item 4 of Schedule 1.
Recipient Shareholders	any shareholder in the Recipient, or beneficiary of any trust of which the Recipient is the trustee, or any holding company of the Recipient, or any Related Body Corporate of any of them, including any partnership or joint venture comprised of them.
Related Agreement	any other agreement between the parties under which ARENA provides funding to the Recipient, whether entered into before or after this Agreement.
Related Commonwealth Agreement	any agreement between the Recipient and the Commonwealth under which the Commonwealth provides funding to the Recipient, whether entered into before or after this Agreement.
Reports	the reports to be provided under clause 20.2.
Restricted Information	information identified as such in the Knowledge Sharing Plan.
Risk Management Plan	the risk management plan referred to in clause 5.
Schedules	the schedules to this Agreement.
Special Conditions	the terms and conditions (if any) set out in item 22 of Schedule 1.

Specified Personnel	the Recipient's Subcontractors and Personnel (if any) specified in item 13 of Schedule 1.
Subcontract	any contract or agreement for the provision of services to the Recipient for the purposes of this Agreement or the Activity of a value that is \$100,000 or greater.
Subcontractor	any entity that holds a Subcontract with the Recipient.
Third Party Material	Material owned by another person that is: <ul style="list-style-type: none"> (a) included, embodied in or attached to the Agreement Material; or (b) used in undertaking the Activity.
Total Funds	the amount specified in item 1 of Schedule 4, as reduced in accordance with this Agreement.
Warranted Materials	<ul style="list-style-type: none"> (a) the Recipient's Pre-existing Material included, embodied in or attached to the Agreement Material, or used in undertaking the Activity; (b) Third Party Material; and (c) Agreement Material.
WHS Law	all applicable Laws relating to work health and safety, including the <i>Work Health and Safety Act 2011</i> (Cth), the WHS Regulations, and any applicable Corresponding WHS Law.
WHS Regulations	the <i>Work Health and Safety Regulations 2011</i> (Cth).

1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (l) if the last day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (m) headings are for ease of reference only and do not affect interpretation.

2. Priority of documents

If there is any inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of the inconsistency:

- (a) Special Conditions;
- (b) General Conditions;
- (c) Schedules;
- (d) any attachments to the Schedules; and
- (e) documents incorporated by reference in this Agreement.

3. Duration of Agreement

This Agreement begins on the Commencement Date and continues until the end of the Agreement Period unless terminated in accordance with clause 4.3, 36 or 38.

4. Activity

4.1 Undertaking the Activity

The Recipient must:

- (a) undertake the Activity to achieve the Outcomes;
- (b) undertake the Activity diligently, effectively, safely and to a high professional standard;
- (c) comply with:
 - (i) all applicable Laws;
 - (ii) all relevant Australian industry standards, best practice and guidelines or, where none apply, relevant international industry standards, best practice and guidelines;
 - (iii) any guidelines and principles specified in item 7 of Schedule 1; and
 - (iv) any ARENA policies, Commonwealth policies and specific requirements set out in item 8 of Schedule 1;
- (d) meet the completion dates for the Milestones, as specified in Schedule 2; and
- (e) complete the Activity by the End Date.

4.2 Warranties

The Recipient represents and warrants that:

- (a) it has the legal right and power to enter into, perform and observe its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Recipient;
- (c) the statements and information in its Application are accurate and complete;
- (d) any statement or information given or made to ARENA by the Recipient from time to time under this Agreement (including information or statements contained in any Report) is true and correct (except where the information is provided to the Recipient by another person in which case the Recipient represents and warrants to ARENA that it has made reasonable endeavours to verify the accuracy of the information);
- (e) it and its Subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge, expertise and competence to undertake the Activity and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Activity, and are fit and proper people;
- (f) it has or will have access to necessary Intellectual Property Rights to undertake the Activity;
- (g) it is not subject to any judicial decision against it relating to employee entitlements (not including decisions under appeal) where it has not paid the claim;
- (h) it has, or will have, sufficient funds to complete the Activity;
- (i) all insurance policies required to be held by the Recipient under this Agreement:
 - (i) will remain in effect as provided for in this Agreement; and
 - (ii) will not be varied by the Recipient without ARENA's written consent;
- (j) if the Recipient is a trustee, it enters this Agreement personally and in its capacity as trustee and has the power to perform its obligations under this Agreement; and
- (k) that no Insolvency Event has occurred in respect of the Recipient and there are no reasonable grounds to suspect that an Insolvency Event will occur in respect of the Recipient.

4.3 Not used.

4.4 Not used.

5. Risk management

- (a) During the Agreement Period, the Recipient must develop, implement and update a Risk Management Plan for the Activity which includes the following features:
 - (i) clear identification and documentation of all key Activity risks and categorization of those risks covering both likelihood of occurrence and potential consequence;
 - (ii) the proposed mitigation strategies and associated action plans that the Recipient determines necessary to eliminate the risks or, if this is not possible, minimise the likelihood and consequences of those risks occurring; and
 - (iii) a process for regularly monitoring and updating the Risk Management Plan and reporting to the Recipient's internal management, board, Activity Participants and joint venture partners (if applicable),

and is consistent with relevant industry standards and best practice for this type of activity and the types of risks it has.

- (b) By the date specified in item 9 of Schedule 1, the Recipient must provide to ARENA certification for the benefit of ARENA from an independent, responsible and qualified person that the Risk Management Plan has been developed, is appropriate and consistent with best practice for this type of activity and the types of risks it has, and is being implemented.
- (c) The person appointed to provide the certification under clause 5(b) must not be an employee, shareholder, director, other officeholder or related entity of the Recipient, an Activity Participant or any other person having (or having had) a significant involvement in the Activity, the Application, or any Report submitted under this Agreement.

6. Not used.

7. Notification

- (a) Without limiting any obligation to notify any Authority, the Recipient must advise ARENA as soon as possible of any Crisis in accordance with the protocol notified by ARENA to the Recipient from time to time.
- (b) The Recipient must notify ARENA as soon as practicable of any significant concerns of local community groups of which the Recipient becomes aware.

8. Authorisations

- (a) The Recipient must obtain (or satisfy), maintain and, to the satisfaction of the relevant administering Authority, comply with all Authorisations required for the Activity including those referred to in Schedule 2.
- (b) The Recipient must do all things necessary to ensure that any Authorisation required for the Activity is obtained (or satisfied) in advance of the date by which it is required to achieve the Milestones (including meeting the dates specified in Schedule 2). If any Authorisation is unlikely to be obtained (or satisfied) in time, the Recipient must promptly notify ARENA.
- (c) The Recipient must provide to ARENA documentary evidence and any other supporting information ARENA may require for the purpose of demonstrating the Recipient's compliance with this clause 8, within 14 days after ARENA's request.

9. Not used.

10. Work Health and Safety Accreditation Scheme

- (a) Construction projects that utilise funds provided under this Agreement are bound by the application of the Scheme and the following conditions:
 - (i) All head contracts for building work under this project that are valued at \$4 million (GST inclusive) or more must:
 - (A) be notified to the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market).
 - (B) contain a requirement that the builder:

- (I) is accredited under the Scheme;
 - (II) maintains Scheme accreditation for the life of the contract;
 - (III) must comply with all conditions of the Scheme accreditation; and
 - (IV) must comply with the National Construction Code performance requirements in relation to building materials.
- (b) For the purpose of this clause 10:
- (i) **'The Scheme'** means the Scheme described at Section 43 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).
 - (ii) **'Builder'** has the meaning given in Section 43(8) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).
 - (iii) **'Building work'** has the meaning given in Section 6 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

11. Not used.

12. WHS Law requirements

- (a) The Recipient, in connection with the Activity, must:
- (i) comply with the WHS Law; and
 - (ii) not do or allow to be done, or omit or allow to be omitted anything which may result in ARENA being in breach of the WHS Law.
- (b) Without limiting the generality of clause 12(a), the Recipient must ensure in connection with the Activity, so far as is reasonably practicable:
- (i) the health and safety of workers carrying out activities in connection with the Activity;
 - (ii) that its workers, and the workers who in carrying out activities in connection with the Activity are influenced or directed by the Recipient, take reasonable care while carrying out activities in connection with the Activity;
 - (iii) the provision and maintenance of safe systems of work;
 - (iv) that workers:
 - (A) receive the necessary information, training, instruction and supervision in order to comply with the WHS Law and any rules, regulations, policies and guidelines issued from time to time by the Recipient; and
 - (B) are aware of, and comply with, any requirement or directive relating to work health and safety which is issued by the Recipient from time to time, and any directive relating to work health and safety which is issued by ARENA or the appropriate regulatory agency; and
 - (v) the health and safety of other persons is not put at risk from activities in connection with the Activity.
- (c) The Recipient must immediately notify ARENA of any notifiable incidents or accidents (being an incident which is notifiable under WHS Law), injuries or damage to property of a serious nature that occurs in connection with the Activity.

- (d) In relation to any incident notified to ARENA under clause 12(c), the Recipient must provide to ARENA:
 - (i) an investigation report containing findings on the causes and effects of, and corrective and preventative actions arising from, any accident, notifiable incident, injury or damage to property notified to ARENA under clause 12(c); and
 - (ii) following the completion of an investigation report in accordance with clause 12(d)(i), a monthly report identifying the status of any preventative or corrective actions identified in that investigation report.
- (e) The Recipient must permit and must procure such further permission as may be deemed necessary for the Recipient and ARENA (or any person nominated by it) to inspect, examine, interview and take statements from the Recipient's Personnel as it deems fit (acting reasonably) for the purposes of determining the causes and effects of any notifiable incident or accident, injury or damage to property of a serious nature.
- (f) The Recipient must, so far as is reasonably practicable:
 - (i) consult, co-operate and co-ordinate activities with ARENA to ensure compliance with the WHS Law in connection with the Activity, including taking reasonable steps to facilitate and participate in any meetings, furnish and maintain current information and to take any other steps agreed between ARENA and the Recipient;
 - (ii) consult with its workers to ensure compliance with WHS Law in connection with the Activity; and
 - (iii) consult, co-operate and co-ordinate activities with any other person who has a duty in relation to the same matter under the WHS Law involved in or connected to the Activity (including all Subcontractors), to ensure compliance with the WHS Law, including taking reasonable steps to facilitate Subcontractor participation in any meetings and training, provision and maintenance of current work health and safety information and to take any other steps agreed between the parties and those other persons.
- (g) In undertaking any activities under this Agreement, ARENA will not be commissioning any construction projects in connection with the Activity or for the purposes of Part 6 of the WHS Regulations.

13. Variation to the Activity

- (a) If the Recipient wants to seek a variation to the Activity including postponement of the completion date for a Milestone as specified in Schedule 2, the Recipient must submit a notice to ARENA in writing setting out:
 - (i) details of the proposed variation to the Activity or relevant Milestone completion date and reasons for the request;
 - (ii) in relation to requests to postpone a Milestone completion date, reasons why the Activity cannot be performed in such a way as to meet the given date; and
 - (iii) the impact the proposed variations will have on:
 - (A) the Budget;
 - (B) the Milestones; and
 - (C) the Recipient Contributions and Other Contributions.

- (b) ARENA will give the Recipient a written notice accepting or rejecting the Recipient's request within 30 Business Days after receiving the request.
- (c) If ARENA accepts the Recipient's request, the parties will vary this Agreement in accordance with clause 41.3.

14. Contributions

14.1 Recipient Contributions

- (a) The Recipient must secure and provide all money necessary to complete the Activity (including the Recipient Contributions), other than the funding payable by ARENA under this Agreement.
- (b) Without limitation, the Recipient must use the Recipient Contributions for the Activity in accordance with the timeframe in item 4 of Schedule 4.

14.2 Other Contributions

- (a) The Recipient must ensure that the Other Contributions are provided to the Recipient and used for the Activity as set out in item 5 of Schedule 4.
- (b) The Recipient must provide ARENA with written evidence that each person (if any) identified in item 5 of Schedule 4 will provide the relevant Other Contribution on terms satisfactory to ARENA by the relevant date specified in item 5 of Schedule 4, including:
 - (i) the amount to be provided;
 - (ii) the due date for the amounts; and
 - (iii) the other terms and conditions of the provision of the Other Contributions.
- (c) The Recipient must notify ARENA within 14 days after entering into any arrangement (whether contractual or statutory) under which it is entitled to receive any contributions to the Activity which are not specified in item 5 of Schedule 4.
- (d) If the Recipient receives any contribution to the Activity from the Commonwealth or a State, Territory or local government other than the Funds or contributions specified in item 5 of Schedule 4, ARENA may, at its discretion reduce the funding payable under this Agreement by the amount of the contribution.

14.3 Contributions from Recipient Shareholders or Related Bodies Corporate

The Recipient must not, without ARENA's prior written approval (which ARENA may provide or withhold in its absolute discretion), enter into any arrangement (whether contractual, statutory or otherwise) apart from identified major equipment leasing specified in Schedule 2 under which it receives, or becomes entitled to receive, any monetary amounts, other assets or additional contributions to the Activity (whether specified in item 4 of Schedule 4 or in addition to those contributions) pursuant to which the Recipient incurs any debts or monetary liabilities to any Recipient Shareholders or Related Bodies Corporate of the Recipient. This clause however does not restrict the Recipient from raising capital or entering into commercial arrangements including debt related financing facilities used to manage working capital of the Recipient. These facilities include, amongst other things, equipment leasing and the R&D offset advance drawdown finance facility.

15. Funds

15.1 Payment

- (a) Subject to this Agreement and sufficient funding being available for the Program, ARENA will pay funding to the Recipient as set out in Schedule 4.
- (b) ARENA's liability under this Agreement is limited to the lesser of:
 - (i) the Total Funds; and
 - (ii) the amount of funding paid under this Agreement (and any amount of funding for which ARENA is liable under clause 36.5(a) or clauses 38.1(c)(i) and (ii)) which has been used by the Recipient for Eligible Expenditure.

15.2 Not used.

15.3 Suspension

- (a) Without limiting any other right or remedy of ARENA, ARENA may suspend payment of funding under this Agreement in whole or in part:
 - (i) if any Recipient Contributions or Other Contributions due to be used for the Activity before the date for payment have not been used, until those Recipient Contributions or Other Contributions have been used;
 - (ii) if the Recipient has not provided a Report due to be provided before the date for payment, until the Report is provided;
 - (iii) subject to clause 15.3(b), if a Report provided by the Recipient is not accurate or complete, until an accurate and complete replacement Report is provided;
 - (iv) if the Recipient has not achieved a Milestone that was due to be achieved before the date for payment, until the Milestone is achieved;
 - (v) subject to clause 15.3(b), if the Recipient has not otherwise undertaken the Activity to the satisfaction of ARENA acting reasonably, until the Recipient remedies its performance;
 - (vi) if the Recipient has not spent Funds, until the Recipient has done so;
 - (vii) if the Recipient is in breach of this Agreement or a Related Agreement, until that breach is remedied; or
 - (viii) subject to clause 15.3(b), if the Recipient is in breach of a Related Commonwealth Agreement, until that breach is remedied.
- (b) Prior to ARENA exercising its rights under any of clauses 15.3(a)(iii), 15.3(a)(v), or 15.3(a)(viii), ARENA must notify the Recipient that the circumstances in any of those clause (as the case may be) have arisen, and give the Recipient no less than 14 days to remedy those circumstances.
- (c) Despite any suspension, the Recipient must continue to perform its obligations under this Agreement.

15.4 Reduction

Without limiting any other right or remedy of ARENA, ARENA may reduce the amount of any instalment of funding under this Agreement:

- (a) if by the date for payment of the instalment the Recipient has not spent Funds, by the amount that has not been spent;

- (b) if, in ARENA's opinion, Funds have been spent other than in accordance with this Agreement, by the amount that, in ARENA's opinion, was spent other than in accordance with this Agreement; or
- (c) if any Recipient Contributions or Other Contributions due to be used for the Activity before the date for payment of the instalment have not been used, by an amount that represents the same proportion of the Total Funds as those Recipient Contributions or Other Contributions are of the total Recipient Contributions and Other Contributions.

15.5 Due date for payment

Subject to this Agreement, ARENA must make payment of a correctly rendered invoice within 30 days after receiving the invoice.

15.6 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Recipient, as the case may be.

15.7 Taxes

The Recipient must pay:

- (a) all stamp duty (including penalties and interest) assessed or payable in respect of this Agreement and the Activity; and
- (b) subject to clause 17, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

16. Claims for payment

16.1 Payment claim

- (a) On each of the due dates specified in item 3 of Schedule 4, the Recipient must submit to ARENA a claim for payment of the relevant instalment of the funding (**Payment Claim**).
- (b) A Payment Claim submitted under clause 16.1(a) must:
 - (i) be in the form approved by ARENA from time to time;
 - (ii) include a certificate signed and dated by the Recipient's Chief Executive Officer, Chief Financial Officer or a person authorised by the Recipient to execute documents and legally bind the Recipient by their execution, verifying that each of the Payment Criteria for the relevant instalment have been met by that date; and
 - (iii) be accompanied by any supporting documentation and other evidence specified in item 3 of Schedule 4 for that instalment.

16.2 Assessment of Payment Claim

- (a) Within 30 days after receiving a Payment Claim, ARENA will:
 - (i) approve the Payment Claim, if ARENA considers that the Recipient has met all applicable Payment Criteria, and the Payment Claim otherwise conforms with clause 16.1;
 - (ii) reject the Payment Claim, if ARENA considers that the Recipient has not satisfactorily met all applicable Payment Criteria, or the Payment Claim does not conform with clause 16.1; or
 - (iii) seek further supporting evidence or information from the Recipient so that ARENA may either approve or reject the Payment Claim under clause 16.2(a)(i) or 16.2(a)(ii).

- (b) If ARENA seeks further evidence or information under clause 16.2(a)(iii), the Recipient must provide the additional evidence or information within 14 days after ARENA's request. On receipt of the evidence or information, ARENA will continue to assess the Payment Claim in accordance with this clause 16.2 as if the Payment Claim had first been submitted to ARENA on the date ARENA received the further evidence or information.
- (c) If ARENA approves a Payment Claim under clause 16.2(a)(i), the Recipient must provide a correctly rendered invoice to ARENA in accordance with the requirements specified in clause 17.4 and Schedule 4 and the relevant instalment will become payable by ARENA in accordance with clause 15.
- (d) If ARENA rejects a Payment Claim under clause 16.2(a)(ii), the parties will seek to negotiate in good faith a new date for the Recipient to re-submit the Payment Claim. If the parties fail to reach agreement within 30 days after the Payment Claim is rejected (or such further period as ARENA allows), the Recipient may not re-submit the Payment Claim and ARENA may reduce the Total Funds by the amount of the relevant instalment.

17. GST

17.1 Construction

In this clause 17 words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

17.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

17.3 GST gross up

Subject to this clause 17, if GST is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply (**GST Amount**), in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

17.4 Tax invoice

- (a) The supplier must deliver a tax invoice or an adjustment note to the recipient of the supply before the supplier is entitled to payment of an amount under clause 17.3.
- (b) The recipient of the supply can withhold payment of the amount payable under clause 17.3 until the supplier provides a tax invoice or an adjustment note as appropriate.

17.5 Payment of GST Amount

- (a) ARENA will only pay a GST Amount in respect of any taxable supply made to it under this Agreement if:
 - (i) the Recipient has, in this Agreement or otherwise, provided its ABN and confirmed it is GST registered; and
 - (ii) ARENA has received a valid tax invoice from the Recipient for the taxable supply in accordance with clause 17.4.
- (b) For the avoidance of doubt, if the Recipient indicates (in this Agreement or otherwise) that it is not registered or required to be registered for GST, ARENA will not pay any GST Amount to the Recipient.

17.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement the amount payable by the recipient of the supply under clause 17.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient of the supply to the supplier or by the supplier to the recipient of the supply as the case requires.

17.7 Reimbursements

If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled on the acquisition of the supply to which that loss, cost or expense relates.

18. Use of Funds

18.1 What Funds can be used for

- (a) The Recipient must spend the Funds only for the purposes of undertaking the Activity and purposes that are incidental to the Activity.
- (b) The Recipient must use the Funds only for Eligible Expenditure.
- (c) The Recipient must spend the Funds only in accordance with the Budget.
- (d) Subject to clauses 18.1(e) and 18.1(f), the Recipient may vary the Budget by re-allocating expenditure to items specified in the Budget.
- (e) Any variation under clause 18.1(d) which increases the amount allocated to an item of expenditure by more than 5% of the Total Funds cannot be made without ARENA's prior written approval.
- (f) Any variation under clause 18.1(d) which increases the amount allocated to overseas expenditure by more than 5% of the Total Funds cannot be made without ARENA's prior written approval.

18.2 When Funds cannot be used

- (a) Without limiting any other right or remedy of ARENA, ARENA may by notice direct the Recipient not to spend Funds if the Recipient has not achieved a Milestone that was due to be achieved before the date of notification, or the Recipient is otherwise in breach of this Agreement.
- (b) The Recipient must not spend any Funds after it receives notice from ARENA under clause 18.2(a) unless and until ARENA notifies the Recipient otherwise.

18.3 Bank account

The Recipient must:

- (a) ensure that Funds are held in an account in the Recipient's name, and which the Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
- (b) unless specified otherwise in item 7 of Schedule 4, ensure that the account referred to in clause 18.3(a) is:
 - (i) established solely for the purposes of accounting for, and administering, any Funds;
 - (ii) an account that bears a rate of interest reasonably required by ARENA; and
 - (iii) separate from the Recipient's other operational accounts;

- (c) unless the Recipient is a sole director company, ensure that two signatories, who have the Recipient's authority to do so, are required to operate the account;
- (d) notify ARENA, prior to the receipt of any Funds, of details sufficient to identify the account;
- (e) on notification from ARENA, provide ARENA and the authorised deposit-taking institution with an authority for ARENA to obtain any details relating to the use of the account;
- (f) if the account changes, notify ARENA within 14 days after the change occurring, providing ARENA with details of the new account, and comply with clause 18.3(e) in respect of the new account; and
- (g) identify the receipt and expenditure of the Funds separately within the Recipient's accounting records so that at all times the Funds are identifiable and ascertainable.

19. Repayment

19.1 Misspent Funds

At any time, ARENA is entitled to recover from the Recipient the amount of any Funds which, in ARENA's opinion, have been spent or used other than in accordance with this Agreement.

19.2 Unspent Funds

On expiry or termination of this Agreement, ARENA is entitled to recover from the Recipient any Funds which have not been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and payable by the Recipient as a current liability (written evidence of which will be required).

19.3 Recipient Contributions and Other Contributions not provided

If, on expiry or termination of this Agreement, Recipient Contributions or Other Contributions have not been used for the Activity, ARENA is entitled to recover from the Recipient an amount that represents the same proportion of the Funds as the Recipient Contributions and Other Contributions which have not been used are of the total Recipient Contributions and Other Contributions.

19.4 If Recipient Abandons Activity

(a) Subject to clause 19.4(b), if the Recipient has:

- (i) Abandoned the Activity;
- (ii) notified ARENA of an intention to Abandon the Activity; or
- (iii) stated an intention to Abandon the Activity,

and does not, when requested by ARENA, demonstrate to ARENA's satisfaction within 14 days that the Recipient will proceed with the Activity, ARENA is entitled to recover from the Recipient an amount equal to the total value of the Funds.

(b) ARENA is not entitled to recover under clause 19.4(a) if the Recipient satisfies ARENA that it acted on reasonable technical grounds in deciding to Abandon the Activity.

19.5 Government funding

On expiry or termination of this Agreement, if the Recipient has received any contribution to the Activity from the Commonwealth or a State, Territory or local government other than the Funds or contributions specified in item 5 of Schedule 4, ARENA is entitled to recover from the Recipient the lesser of the Funds and the amount of the contribution.

19.6 Repayment notice

- (a) ARENA may give the Recipient a notice requiring the Recipient to pay to ARENA (or deal with as specified by ARENA) an amount which ARENA is entitled to recover under this clause 19 or clause 23.
- (b) If ARENA gives a notice under clause 19.6(a), the Recipient must pay the amount specified in the notice in full (or deal with it as specified by ARENA) within 30 days after the date of the notice.

19.7 Interest

If the Recipient fails to make payment as required by clause 19.6, the Recipient must pay ARENA interest:

- (a) at the rate set out in item 2 of Schedule 4;
- (b) on a daily compounding basis upon the amount specified in the notice as payable to ARENA; and
- (c) from the date the payment was due, for the period it remains unpaid.

19.8 ARENA's rights

This clause 19 does not limit any other right or remedy of ARENA.

20. Monitoring progress

20.1 Progress meetings

The parties will meet at the times and in the manner reasonably required by ARENA to discuss any issues in relation to this Agreement or the Activity. The Recipient must ensure that the Recipient Representative, and ARENA must ensure the ARENA Representative, is reasonably available to attend such meetings and answer any queries relating to the Activity raised by either party.

20.2 Reporting

- (a) The Recipient must provide ARENA with Reports in accordance with Schedule 3.
- (b) When the Recipient provides ARENA with a Report, ARENA will notify the Recipient in writing within 30 days after receiving the Report that it has either:
 - (i) accepted the Report; or
 - (ii) rejected the Report, providing reasons for its rejection.
- (c) If ARENA rejects a Report, the Recipient must reissue the Report in a form that addresses the reasons for the earlier rejection and ARENA will comply with clause 20.2(b) in relation to any reissued Report.
- (d) Acceptance of a Report by ARENA does not constitute a release of the Recipient in respect of any matter, an admission or acceptance that the Recipient's performance complies with this Agreement, or acceptance of the accuracy of the Report.

20.3 Evaluation

- (a) ARENA may at any time undertake, or engage an expert to undertake, a review or evaluation of the Activity or Program. The expert will be required:
 - (i) not to have a conflict of interest;
 - (ii) to keep all information acquired confidential; and

- (iii) to comply with the Recipient's Securities Trading Policy or its successor as found on the website of the Recipient and as updated from time to time.
- (b) In relation to any review or evaluation of the Activity or Program, the Recipient must (and must ensure that the Activity Participants and Subcontractors of Major Subcontract Work) within 21 days after a request by ARENA (or any expert):
 - (i) provide all reasonable assistance to ARENA (and any expert);
 - (ii) respond to all reasonable requests from ARENA (and any expert); and
 - (iii) provide any information reasonably required by ARENA (and any expert).

20.4 Project Review Committee

- (a) To the extent that a Project Review Committee with respect to the Activity is formed, established or meets to discuss the Activity in general, the parties agree that ARENA may, at its discretion, participate in the Project Review Committee as an observer.
- (b) The parties acknowledge and agree that:
 - (i) all decisions or recommendations made, and actions taken, by the Project Review Committee are based on the Project Review Committee's own information, enquiries, independent advice and considerations;
 - (ii) any contribution made to the Project Review Committee by ARENA as an observer will not bind the Project Review Committee; and
 - (iii) the Project Review Committee's decisions, recommendations and actions will not bind ARENA.

20.5 Communication with the Recipient's Subcontractors

- (a) Without limitation to any of ARENA's rights under this Agreement or circumstances in which ARENA may seek information from other third parties, ARENA or an expert engaged by ARENA may, at any time during the Agreement Period, communicate with any of the Recipient's Subcontractors for the following purposes:
 - (i) confirming or clarifying any statement made by the Recipient (whether written or verbal); or
 - (ii) assessing any Crisis.
- (b) Prior to communicating with any of the Recipient's Subcontractors for the purposes of this clause 20.5(a), ARENA must:
 - (i) notify the Recipient of ARENA's (or its expert's) intention to contact the Recipient's Subcontractor(s);
 - (ii) provide to the Recipient information on the general content of ARENA's (or its expert's) proposed communications with the Recipient's Subcontractor(s), and provide the Recipient with an opportunity to comment on that information. ARENA must, acting reasonably, have regard to any comments or feedback provided by the Recipient on that information; and
 - (iii) if the Recipient has provided comments or feedback to ARENA under clause 20.5(b)(ii), notify the Recipient of the revised proposed communications with the Recipient's Subcontractor(s) at least 2 Business Days prior to communicating with the relevant Subcontractor(s).
- (c) For the purposes of this clause 20.5(a), the parties agree that:

- (i) the Recipient may attend and observe any communications between ARENA (or its expert) and the Recipient's Subcontractors under clause 20.5(a); and
- (ii) ARENA (or its expert) must copy the Recipient into any of ARENA's (or its expert's) correspondence with the relevant Subcontractor(s).

Part 2 – General requirements

21. Activity Participants and Change in Control

- (a) Subject to the listing rules of the Australian Securities Exchange, the Recipient must ensure that there is no Change in Control of the Recipient or any of the Activity Participants without ARENA's prior written consent, such consent not to be unreasonably withheld.
- (b) The Recipient must notify ARENA immediately if an Insolvency Event occurs in relation to the Recipient or an Activity Participant.

22. Subcontracting and Specified Personnel

22.1 Subcontracting

- (a) The Recipient must notify and liaise with ARENA as soon as practicable if it intends to Subcontract, or allow any Subcontractor to assign or enter into a further Subcontract for, any Major Subcontract Work, other than as set out in item 12 of Schedule 1.
- (b) The Recipient must not enter into a Subcontract with a Subcontractor named as an organisation that has not complied with the *Workplace Gender Equality Act 2012* (Cth).
- (c) The Recipient must ensure that any Subcontractor complies with all Laws and:
 - (i) Clause 8 (Authorisations);
 - (ii) Clause 28 (Insurance);
 - (iii) Clause 31 (Protection of Personal Information);
 - (iv) Clause 33 (Conflict of interest); and
 - (v) Clause 35 (Audit and access).
- (d) The Recipient is fully responsible for undertaking the Activity even if the Recipient Subcontracts any aspect of the Activity and for the performance of all of the Recipient's obligations under this Agreement.

22.2 Use of Specified Personnel

The Recipient must:

- (a) undertake the Activity or any part of the Activity to which their particular expertise relates, with the active involvement of, and using the expertise of, the Specified Personnel; and
- (b) ensure that each of the Specified Personnel is aware of and complies with the Recipient's obligations in undertaking the Activity.

22.3 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in the Activity, the Recipient must notify ARENA immediately. The Recipient must:

- (a) if requested by ARENA, provide a replacement person of suitable ability and qualifications at the earliest opportunity; and
- (b) obtain ARENA's written consent prior to appointing any such replacement person. ARENA's consent will not be unreasonably withheld.

22.4 ARENA may request replacement of Personnel

ARENA may at any time request the Recipient to remove from work in respect of this Agreement any of the Specified Personnel or any of the Recipient's Subcontractors or Personnel. The Recipient must promptly arrange for the removal of such Subcontractors or Personnel and their replacement in accordance with the process outlined in clause 22.3.

23. Assets

23.1 Ownership

Subject to the terms of any lease, the Recipient owns any Asset.

23.2 Use and dealings

- (a) During the Agreement Period, the Recipient must use any Asset only for the purposes of the Activity, or other purposes consistent with the Outcomes.
- (b) During the Agreement Period, the Recipient must:
 - (i) obtain good title to all Assets (other than Assets which the Recipient leases);
 - (ii) not encumber or dispose of any Asset without ARENA's prior approval;
 - (iii) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
 - (iv) maintain all Assets in good working order;
 - (v) maintain all appropriate insurances in respect of any Assets;
 - (vi) if required by Law, maintain registration and licensing of all Assets;
 - (vii) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets; and
 - (viii) if specified in item 15 of Schedule 1, maintain an Assets register containing the details as described in item 15 of Schedule 1 and provide a copy of the register to ARENA on request.

23.3 Sale or disposal

If the Recipient sells or otherwise disposes of an Asset during the Agreement Period, ARENA, at its discretion:

- (a) is entitled to recover from the Recipient the proportion of the value of the Asset following Depreciation calculated as at the date of sale or disposal which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds; or
- (b) is entitled to recover from the Recipient the proportion of the market value of the Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds.

23.4 Termination

On termination of this Agreement, ARENA, at its discretion:

- (a) is entitled to recover from the Recipient the proportion of the value of the Asset following Depreciation calculated as at the date of termination which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds;
- (b) is entitled to recover from the Recipient the proportion of the market value of any Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds; or

- (c) may require the Recipient to use, deal with or transfer any Asset as ARENA directs in writing.

23.5 Lost or damaged Assets

If any Asset is lost, damaged or destroyed, the Recipient must reinstate the Asset (including using the proceeds of insurance) without using any Funds and this clause 23 continues to apply to the reinstated Asset.

24. Intellectual Property Rights

24.1 Pre-existing Material and Third Party Material

This clause 24 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material.

24.2 Third Party Material

The Recipient must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Third Party Material available for the purpose of this Agreement or the Activity.

24.3 Intellectual Property Rights in Agreement Material

- (a) All Intellectual Property Rights in the Agreement Material vest in the Recipient on creation.
- (b) The Recipient grants to, or must obtain for, ARENA a perpetual, irrevocable, world-wide, royalty-free, fee-free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, communicate, broadcast, distribute, publish and disseminate the:
 - (i) Pre-existing Material or Third Party Material provided by the Recipient; and
 - (ii) Agreement Material.
- (c) The licence granted to ARENA under clause 24.3(b) is subject to any conditions specified in the Knowledge Sharing Plan.

24.4 IP Management Plan

The Recipient must comply with the IP Management Plan when undertaking the Activity.

24.5 Warranty

The Recipient warrants that:

- (a) the Warranted Materials and ARENA's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 24.

24.6 Remedy for breach of warranty

If someone claims, or ARENA reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Recipient must, in addition to the indemnity under clause 27 and to any other rights that ARENA may have against it, promptly, at the Recipient's expense:

- (a) use its best efforts to secure the rights for ARENA to continue to use the affected Warranted Materials free of any claim or liability for infringement; or

- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

25. Moral Rights

25.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of ARENA, the Recipient must use its best endeavours to ensure that:

- (a) each of the Personnel used by the Recipient in the production or creation of the Agreement Material gives, in a form acceptable to ARENA; and
- (b) any holder of Moral Rights in Third Party Material included in the Agreement Material gives,

genuine consent in writing to the use of the Agreement Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

25.2 Specified Acts

- (a) In this clause 25, unless otherwise specified in item 17 of Schedule 1, **Specified Acts** means:
 - (i) failing to attribute or falsely attributing the authorship of any Agreement Material, or any content in the Agreement Material (including literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
 - (ii) materially altering the style, format, colours, content or layout of the Agreement Material and dealing in any way with the altered Agreement Material;
 - (iii) reproducing, communicating, adapting, publishing or exhibiting any Agreement Material; and
 - (iv) adding any additional content or information to the Agreement Material.
- (b) For the purposes of this clause 25, **Agreement Material** includes any Pre-existing Material and Third Party Material to the extent that it is included in, forms part of or is attached to the Agreement Material.

26. Not used.

27. Indemnity

- (a) The Recipient will at all times indemnify, hold harmless and defend ARENA, its officers, employees and staff made available under section 62 of the *Australian Renewable Energy Agency Act 2011* (Cth) (referred to in this clause 27 as "**those indemnified**") from and against any loss, damage, cost, expense or liability in relation to any:
 - (i) loss of, or damage to, property of ARENA;
 - (ii) claim by any person in respect of personal injury or death;
 - (iii) claim by any person in respect of loss of, or damage to, any property; or
 - (iv) claim by any person in respect of any infringement or alleged infringement of that person's Intellectual Property Rights,

arising out of or as a consequence of:

- (v) the conduct of the Activity;
 - (vi) the Warranted Materials (including the use of the Warranted Materials by ARENA or its Personnel) infringing or allegedly infringing the Intellectual Property Rights of any person; or
 - (vii) without limiting the preceding paragraphs, any breach of this Agreement by the Recipient, any negligence on the part of the Recipient, its Personnel or Subcontractors, or any wrongful or unlawful act or omission on the part of the Recipient, its Personnel or Subcontractors.
- (b) The Recipient's liability to indemnify those indemnified under clause 27(a) will be reduced proportionally to the extent that any negligent act or omission of those indemnified contributed to the loss.

28. Insurance

28.1 Obligation to maintain insurance

- (a) In connection with the Activity, the Recipient must have and maintain the insurances specified in item 18 of Schedule 1.
- (b) If the Recipient takes out a 'claims made' policy, which requires all claims and any fact, situation or circumstance that might result in a claim to be notified within the period of insurance, the Recipient must maintain the policy during the term of this Agreement and a policy in like terms for seven years after the expiry or termination of this Agreement.
- (c) If the Recipient takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of an event can occur at any time subsequently, the Recipient must maintain the policy during the term of this Agreement.

28.2 Confirmation of insurance

The Recipient must, on request by ARENA, provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 28.1.

29. Acknowledgement, publicity and knowledge sharing

29.1 Acknowledgment by Recipient

The Recipient must, in all publications, promotional and advertising materials, public announcements, events and activities in relation to the Activity, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support received from ARENA, in the manner (if any) specified in item 19 of Schedule 1 or otherwise approved by ARENA prior to its use.

29.2 ARENA rights

- (a) ARENA reserves the right to publicise and report on the awarding of the funding under this Agreement, and may do this by, amongst other means, including the Recipient's name, any Activity Participant's name, the amount of the Total Funds and a brief description of the Activity on websites and in media releases, general announcements about the Program and annual reports.

- (b) Without limiting any other right of ARENA, ARENA may disclose information about this Agreement, the Recipient or the Activity to the Commonwealth, or any State or Territory government.
- (c) Where possible, ARENA may notify the Recipient before exercising its rights under clause 29.2(a).

29.3 Announcements

- (a) The Recipient must (and must ensure that the Activity Participants), before making a public announcement in connection with this Agreement or any transaction contemplated by it, obtain ARENA's written agreement to the announcement, except if required by Law or a regulatory body (including a relevant stock exchange).
- (b) If the Recipient or an Activity Participant is required by Law or a regulatory body to make a public announcement in connection with this Agreement or any transaction contemplated by this Agreement, the Recipient must, to the extent practicable, first consult with and take into account the reasonable requirements of ARENA.

29.4 Activity Events

- (a) The Recipient must not undertake, or participate in any way in, any Activity Event, without ARENA's prior consent.
- (b) The Recipient must:
 - (i) notify ARENA of a proposed Activity Event at least 2 months before the proposed date for the Activity Event, or otherwise as soon as practicable after becoming aware of the proposed Activity Event, and submit all details of the Activity Event to ARENA in the format required by ARENA;
 - (ii) invite a representative of ARENA to the Activity Event; and
 - (iii) if required by ARENA, provide an ARENA representative an opportunity to speak at the Activity Event.
- (c) The Recipient must notify ARENA of any change to Activity Event details as soon as possible.

29.5 Knowledge sharing

The Recipient must:

- (a) in consultation with ARENA, implement and comply with the Knowledge Sharing Plan;
- (b) use its best endeavours to achieve the Knowledge Sharing Objectives;
- (c) in consultation with ARENA, undertake the Knowledge Sharing Activities;
- (d) ensure that the Knowledge Sharing Activities are suitably resourced and coordinated and that they are implemented to the standard required by the Knowledge Sharing Plan;
- (e) provide the Knowledge Sharing Deliverables to ARENA in accordance with the Knowledge Sharing Plan;
- (f) ensure that Knowledge Sharing Deliverables and Activity Lessons Learnt are properly captured, securely stored, and reported to ARENA in accordance with the Knowledge Sharing Plan;
- (g) be reasonably available to answer any queries relating to the Activity raised by ARENA; and

- (h) at the reasonable request of ARENA, participate in relevant meetings, conferences, seminars, workshops, surveys and interviews, deliver presentations and provide briefings to the ARENA Board and ARENA staff and other relevant industry forums on the progress of the Activity.

29.6 On site demonstrations

- (a) Subject to safety and operational requirements and limitations, during the term of this Agreement and for a period of two years after the expiry or termination of this Agreement, the Recipient must:
 - (i) allow escorted visits by interested persons approved by ARENA or the Recipient (**Visitors**) to sites under the Recipient's control at which activities in relation to the Activity or the Program are conducted;
 - (ii) use its best endeavours to obtain permission for escorted visits by Visitors to sites not under the Recipient's control at which activities in relation to the Activity or the Program are conducted; and
 - (iii) demonstrate to Visitors the Activity outcomes and relevant technology and provide a detailed explanation of the Activity, its performance and the technology and how it was developed including answering Visitors' questions.
- (b) The Recipient must notify the ARENA Representative of any proposed escorted visits by Visitors.
- (c) ARENA may have a representative accompany Visitors during an escorted visit under this clause 29.6.

30. Confidentiality

30.1 Recipient Confidential Information

Subject to clauses 30.3 and 30.4, ARENA must not, without the prior written consent of the Recipient, disclose any Recipient Confidential Information to another person.

30.2 Restricted Information

Subject to clauses 30.3 and 30.4, in disclosing Restricted Information, ARENA must comply with any conditions specified in the Knowledge Sharing Plan.

30.3 Databases and aggregation

The Recipient acknowledges that Recipient Confidential Information and Restricted Information provided to ARENA, the Commonwealth or any other person may be:

- (a) provided to a contractor for data handling and analysis services; and
- (b) incorporated into databases or other IT systems, and aggregated into documents or other media for public release,

provided that arrangements are in place to maintain confidentiality of Recipient Confidential Information, meet any conditions specified in the Knowledge Sharing Plan in relation to Restricted Information and comply with any privacy obligations.

30.4 Exceptions to obligations

- (a) ARENA may disclose Recipient Confidential Information or Restricted Information:
 - (i) in accordance with the Knowledge Sharing Plan;
 - (ii) to ARENA's Personnel or advisers solely in order to comply with obligations, or to exercise rights, under this Agreement;

- (iii) to ARENA's internal management personnel, solely to enable effective management or auditing of activities related to this Agreement;
- (iv) to the responsible Minister;
- (v) to a House or a Committee of the Parliament of the Commonwealth of Australia;
- (vi) to a Commonwealth agency, where this serves ARENA's or the Commonwealth's legitimate interests;
- (vii) to a State or Territory government, where this serves ARENA's, the Commonwealth's, the State's or the Territory's legitimate interests;
- (viii) to the Auditor-General, Ombudsman, Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner; or
- (ix) where required by Law.

30.5 ARENA Confidential Information

ARENA may provide Material in tangible or intangible form to the Recipient on a confidential basis. In such circumstances the Recipient must not disclose any information derived from the Material without the consent of ARENA.

31. Privacy obligations and protection of Personal Information

The Recipient must:

- (a) use Personal Information provided by ARENA or collected by the Recipient under this Agreement only for the purposes of performing its obligations under this Agreement;
- (b) not do any act or engage in any practice that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth) if done or engaged in by ARENA and must not do or omit to do anything that causes ARENA to be in breach of an Australian Privacy Principle;
- (c) comply with any directions, guidelines, determinations or recommendations of the Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner, to the extent that they are not inconsistent with the requirements of this Agreement; and
- (d) ensure that any Subcontract entered into for the purpose of fulfilling the Recipient's obligations under this Agreement contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Recipient has under this clause 31, including this requirement in relation to Subcontracts.

32. Freedom of Information

- (a) Where ARENA has received a request for access to a document created by, or in the possession of, the Recipient or any Subcontractor that relates to the performance of this Agreement (and not to the entry into the Agreement), ARENA may at any time by written notice require the Recipient to provide the document to ARENA and the Recipient must, at no additional cost to ARENA, promptly comply with the notice.
- (b) The Recipient must include in any Subcontract relating to the performance of this Agreement provisions that will enable the Recipient to comply with its obligations under this clause 32.

- (c) This clause 32 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

33. Conflict of interest

33.1 Warranty

The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.

33.2 Notification of a conflict of interest

If, during the Activity a conflict of interest arises, or appears likely to arise, the Recipient must:

- (a) notify ARENA immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as ARENA requires to resolve or otherwise deal with the conflict.

34. Books and records

34.1 Recipient to keep books and records

The Recipient must:

- (a) keep and require its Subcontractors to keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable:
 - (i) all receipts and payments related to the Activity to be identified and reported in accordance with this Agreement; and
 - (ii) the amounts payable by ARENA under this Agreement to be determined; and
- (b) retain and require its Subcontractors to retain for a period of seven years after the expiry or termination of this Agreement, all books and records relating to the Activity.

34.2 Costs

The Recipient must bear its own costs of complying with this clause 34.

34.3 Survival

This clause 34 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

35. Audit and access

35.1 Right to conduct audits

ARENA or a representative may conduct audits relevant to the performance of the Recipient's obligations under this Agreement. Audits may be conducted of:

- (a) the Assets;
- (b) the Recipient's operational practices and procedures as they relate to this Agreement;
- (c) the accuracy of the Recipient's invoices and Reports;
- (d) the Recipient's compliance with its confidentiality and privacy obligations under this Agreement;

- (e) the Recipient's compliance with its risk management and community consultation obligations under this Agreement;
- (f) Material (including books and records) in the possession of the Recipient relevant to the Activity or this Agreement; and
- (g) any other matters determined by ARENA to be relevant to the Activity or this Agreement.

35.2 Access by ARENA

- (a) Subject to any reasonable safety or security requirements of the Recipient, ARENA may, at reasonable times and on giving reasonable notice to the Recipient:
 - (i) access the premises of the Recipient and premises where the Activity is being undertaken to the extent relevant to the performance of this Agreement;
 - (ii) require the provision by the Recipient, its employees, agents or Subcontractors of records and information in a data format and storage medium accessible by ARENA by use of ARENA's existing computer hardware and software;
 - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Recipient, its employees, agents or Subcontractors; and
 - (iv) require assistance in respect of any inquiry into or concerning the Activity or this Agreement. For these purposes, an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to ARENA), any request for information directed to ARENA, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Recipient must provide access to its computer hardware and software to the extent necessary for ARENA to exercise its rights under this clause 35, and provide ARENA with any reasonable assistance requested by ARENA to use that hardware and software.

35.3 Conduct of audit and access

ARENA must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 35.1; and
- (b) the exercise of the general rights granted by clause 35.2 by ARENA,

do not unreasonably delay or disrupt in any material respect the Recipient's performance of its obligations under this Agreement or its business.

35.4 Costs

Unless otherwise agreed in writing, each party must bear its own costs of any reviews or audits (or both).

35.5 Commonwealth officers and experts

The rights of ARENA under clause 35.2(a)(i) to 35.2(a)(iii) apply equally to:

- (a) the Auditor-General, Information Commissioner, Privacy Commissioner and Freedom of Information Commissioner and their delegates, for the purpose of performing their statutory functions or powers; and
- (b) any expert engaged for the purposes of clause 20.3.

35.6 Recipient to comply with Commonwealth officers' requirements

The Recipient must do all things necessary to comply with the Auditor-General's, Information Commissioner's, Privacy Commissioner's or Freedom of Information Commissioner's or his or her

delegate's requirements, notified under clause 35.2, provided such requirements are legally enforceable and within the power of the Auditor-General, Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner, or his or her respective delegate.

35.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Recipient's responsibility to perform its obligations in accordance with this Agreement.

35.8 Subcontractor and Activity Participant requirements

- (a) The Recipient must ensure that any Subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 35.
- (b) The Recipient must ensure that Activity Participants comply with this clause 35.

35.9 No restriction

Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General, Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner or their delegates. The rights of ARENA under this Agreement are in addition to any other power, right or entitlement of the Auditor-General, Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner or their delegates.

35.10 Survival

This clause 35 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

36. Force Majeure

36.1 Occurrence of force majeure event

A party (**Affected Party**) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances which:

- (a) are beyond its reasonable control (other than, in respect of the Recipient only, lack of funds for any reason or any strike, lockout or labour dispute) including acts of God, natural disasters, acts of war, riots and strikes outside the Affected Party's organisation; and
- (b) could not have been prevented or overcome by the Affected Party (or, where the Affected Party is the Recipient, the Recipient or the Activity Participants) exercising a standard of care and diligence consistent with that of a prudent and competent person operating within the relevant industry.

36.2 Notice of event

When the circumstances described in clause 36.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. The Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.

36.3 Payment

ARENA is not obliged to pay the Recipient any funding for so long as circumstances described in clause 36.1 prevent the Recipient from performing its obligations under this Agreement.

36.4 Termination

If non-performance or diminished performance by the Recipient due to the circumstances under clause 36.1 continues for a period of more than [30] consecutive days, ARENA may terminate this Agreement immediately by giving the Recipient written notice.

36.5 Consequences of termination

If this Agreement is terminated under clause 36.4:

- (a) ARENA is liable only for:
 - (i) payments under clause 15 in accordance with this Agreement before the effective date of termination, but only to the extent that those monies have been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and are payable by the Recipient as a current liability, by the date the Recipient receives the notice of termination (written evidence of which will be required); and
 - (ii) where the Recipient has undertaken work on but not completed a Milestone by the date the Recipient receives the notice of termination, funding in accordance with this Agreement to the extent that those monies have been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and payable by the Recipient as a current liability, on that Milestone by the date the Recipient receives the notice of termination (written evidence of which will be required); and
- (b) each party will bear its own costs and neither party will incur further liability to the other.

37. Dispute resolution

37.1 No arbitration or court proceedings

If a dispute arises in relation to this Agreement (**Dispute**), a party must comply with this clause 37 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief. After a party has sought or obtained any urgent interlocutory relief, that party must follow this clause 37.

37.2 Notification

A party claiming a Dispute has arisen must give the other party notice setting out details of the Dispute.

37.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 37.2 (or longer period if the parties agree in writing), each party must use its reasonable efforts through a meeting of CEOs (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

37.4 Appointment of mediator

If the parties cannot agree on a mediator within seven days after a request under clause 37.3, the chairperson of LEADR & IAMA or the chairperson's nominee will appoint a mediator.

37.5 Role of mediator and obligations of parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days after the request for mediation in clause 37.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

37.6 Confidentiality

Any information or documents disclosed by a party under this clause 37:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

37.7 Costs

Each party must pay its own costs of complying with this clause 37. The parties must equally pay the costs of any mediator.

37.8 Termination of process

A party may terminate the dispute resolution process by giving notice to the other party after it has complied with clauses 37.1 to 37.5. Clauses 37.6 and 37.7 survive termination of the dispute resolution process.

37.9 Breach of this clause

If a party breaches clauses 37.1 to 37.8, the other party does not have to comply with those clauses in relation to the Dispute.

37.10 Exception

For the purpose of this clause 37, a Dispute does not include a dispute arising in relation to ARENA:

- (a) suspending payment of funding under clause 15.2;
- (b) reducing the amount of an instalment of funding under clause 15.4;
- (c) requiring payment under clause 19; or
- (d) terminating this Agreement or reducing the scope of the Activity under clause 38.1.

38. Termination

38.1 Termination with compensation

- (a) Without limiting any other rights or remedies ARENA may have arising out of or in connection with this Agreement, if there has been a change in Commonwealth government policy, ARENA may, by providing the Recipient with not less than [60] days' notice, terminate this Agreement or reduce the scope of the Activity.
- (b) On receipt of a notice of termination or reduction the Recipient must:
 - (i) take all available steps to minimise loss resulting from that termination or reduction and to protect Agreement Material; and
 - (ii) in the case of a reduction in scope, continue to undertake any part of the Activity not affected by the notice (unless the Recipient, acting reasonably, notifies ARENA that it is not commercially viable to do so).
- (c) If this Agreement is terminated under this clause 38.1, ARENA is liable only for:
 - (i) payments under clause 15 in accordance with this Agreement before the effective date of termination, but only to the extent that those monies have been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and are payable by the Recipient as a current liability, by the date the Recipient receives the notice of termination (written evidence of which will be required);

- (ii) where the Recipient has undertaken work on but not completed a Milestone by the date the Recipient receives the notice of termination, funding in accordance with this Agreement to the extent that those monies have been spent, or legally committed for expenditure by the Recipient in accordance with this Agreement and payable by the Recipient as a current liability, on that Milestone by the date the Recipient receives the notice of termination (written evidence of which will be required); and
- (iii) subject to clause 38.1(e), reasonable costs actually incurred by the Recipient and directly attributable to the termination.
- (d) If the scope of the Activity is reduced, ARENA's liability to pay the funding under this Agreement abates in accordance with the reduction in the Activity.
- (e) ARENA is not liable to pay compensation under clause 38.1(c)(iii) for an amount which would, in addition to any amounts paid or due, or becoming due, to the Recipient under this Agreement, exceed the Total Funds.
- (f) The Recipient is not entitled to compensation for loss of prospective profits.

38.2 Termination for default (other than an Insolvency Event with respect to the Recipient)

- (a) Without limiting any other rights or remedies ARENA may have arising out of or in connection with this Agreement, ARENA may terminate this Agreement or reduce the scope of the Activity effective immediately by giving notice to the Recipient if:
 - (i) the Recipient breaches a material provision of this Agreement where that breach is not capable of remedy;
 - (ii) the Recipient breaches any provision of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
 - (iii) in the opinion of ARENA, a conflict of interest exists which would prevent the Recipient from performing its obligations under this Agreement;
 - (iv) Recipient Contributions or Other Contributions are not used for the Activity in accordance with the timeframes specified in items 4 and 5 of Schedule 4;
 - (v) the Recipient:
 - (A) Abandons the Activity;
 - (B) notifies ARENA of an intention to Abandon the Activity; or
 - (C) states an intention to Abandon the Activity,
 and does not, when requested by ARENA, demonstrate to ARENA's satisfaction within 14 days that the Recipient will proceed with the Activity;
 - (vi) in ARENA's reasonable opinion, it is unlikely that the Recipient will be able to complete a Milestone to ARENA's satisfaction;
 - (vii) the completion date for a Milestone has passed and the Recipient has not completed the Milestone;
 - (viii) ARENA is satisfied that any statement made in the Application is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the provision of the funding under this Agreement;
 - (ix) a Related Agreement is terminated by ARENA for default by the Recipient;

- (x) a Related Commonwealth Agreement is terminated by the Commonwealth for default by the Recipient;
 - (xi) within 6 months from the date of a notice from ARENA notifying the Recipient of any issues or concerns with a Cash Flow Plan, the Recipient fails to re-deliver that Cash Flow Plan in form and substance satisfactory to ARENA or otherwise fails to address the issues or concerns contained in the notice to ARENA's satisfaction; or
 - (xii) an Insolvency Event occurs in relation to an Activity Participant.
- (b) Without limitation, for the purposes of clause 38.2(a)(i), each of the following constitutes a breach of a material provision:
- (i) breach of warranty under clause 4.2 (Warranties);
 - (ii) failure to comply with clause 5 (Risk management);
 - (iii) a failure to comply with clause 18.1 (What Funds can be used for);
 - (iv) a failure to comply with clause 21 (Activity Participants, Subcontractors and Personnel);
 - (v) a failure to comply with clause 24 (Intellectual Property Rights);
 - (vi) a failure to comply with clause 28 (Insurance);
 - (vii) a failure to comply with clause 31 (Protection of Personal Information); and
 - (viii) a failure to notify ARENA of a conflict of interest under clause 33 (Conflict of interest).
- (c) If the scope of the Activity is reduced under this clause 38.2:
- (i) ARENA's liability to pay the funding under this Agreement abates in accordance with the reduction in the Activity; and
 - (ii) the Recipient must continue to undertake any part of the Activity not affected by the notice (unless the Recipient, acting reasonably, notifies ARENA that it is not commercially viable to do so).

38.3 Termination for an Insolvency Event with respect to the Recipient

- (a) At any time after an Insolvency Event occurs with respect to the Recipient, ARENA, at its absolute discretion:
- (i) may terminate this Agreement effective immediately by giving Notice to the Recipient; and
 - (ii) is entitled to recover from the Recipient, and the Recipient must pay to ARENA, an amount equal to all Funds paid to the Recipient as at the date of termination of this Agreement.
- (b) The amounts payable by the Recipient to ARENA under clause 38.3(a) will be recoverable by ARENA in accordance with clause 41.2.

38.4 ARENA rights

Without limiting any of ARENA's other rights or remedies, on termination of this Agreement:

- (a) subject to clauses 36.5 and 38.1(c), ARENA is not obliged to pay to the Recipient any outstanding amount of funding under this Agreement; and
- (b) ARENA is entitled to exercise any right to recover from the Recipient, including under clauses 19 and 23.

38.5 Termination does not affect accrued rights

Termination of this Agreement does not affect any accrued rights or remedies of a party.

39. Survival

The following clauses survive the expiry or termination of this Agreement:

- (a) Clause 17 (GST);
- (b) Clause 18 (Use of Funds);
- (c) Clause 19 (Repayment);
- (d) Clause 20.2 (Reporting);
- (e) Clause 20.3 (Evaluation);
- (f) Clause 23 (Assets);
- (g) Clause 24 (Intellectual Property Rights);
- (h) Clause 25 (Moral Rights);
- (i) Clause 27 (Indemnity);
- (j) Clause 28 (Insurance);
- (k) Clause 29 (Acknowledgment, publicity and knowledge sharing);
- (l) Clause 30 (Confidentiality);
- (m) Clause 31 (Protection of Personal Information);
- (n) Clause 32 (Freedom of Information);
- (o) Clause 34 (Books and records);
- (p) Clause 35 (Audit and access);
- (q) Clause 38.3 (Termination for an Insolvency Event with respect to the Recipient);
- (r) Clause 38.3 (ARENA rights); and
- (s) Clause 41.2 (Amounts due to ARENA),

together with any provision of this Agreement which expressly or by implication from its nature is intended to survive the expiry or termination of this Agreement.

40. Notices and other communications

40.1 Service of Notices

A Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in item 21 of Schedule 1, as varied by any Notice given by the recipient to the sender.

40.2 Effective on receipt

A Notice given in accordance with clause 40.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within one Business Day after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day in the place where the Notice is taken to be received, the Notice is taken to be received at 9.00am on the next Business Day in the place where the Notice is taken to be received.

41. Miscellaneous

41.1 No security

- (a) The Recipient must not without the prior written consent of ARENA use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest, or for the preparation of, or in the course of any litigation:
 - (i) the Funds;
 - (ii) this Agreement or any of ARENA's obligations under this Agreement; or
 - (iii) any Assets or Intellectual Property Rights in Agreement Material.
- (b) This clause 41.1 does not prevent the Recipient:
 - (i) providing a copy of this Agreement to a prospective financier; or
 - (ii) indicating to prospective financiers that ARENA has agreed to provide the funding set out in Schedule 4 for the purposes of the Activity.

41.2 Amounts due to ARENA

- (a) Without limiting any other of ARENA's rights or remedies, any amount owed or payable to ARENA (including by way of refund), or which ARENA is entitled to recover from the Recipient, under this Agreement will be recoverable by ARENA as a debt due and payable to ARENA by the Recipient.
- (b) ARENA may set-off any money due for payment by ARENA to the Recipient under this Agreement against any money due for payment by the Recipient to ARENA under this Agreement or a Related Agreement.

41.3 Variation

No agreement or understanding varying or extending this Agreement is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

41.4 Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any acceptance, approval or consent under this Agreement.

41.5 Assignment and novation

The Recipient may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of ARENA.

41.6 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

41.7 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

41.8 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

41.9 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

41.10 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

41.11 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

41.12 Waiver

Waiver of any provision of or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

41.13 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and Subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

41.14 Governing law and jurisdiction

This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the Australian Capital Territory.

41.15 False or misleading information

The Recipient acknowledges that giving false or misleading information is a serious offence.

41.16 No reliance

The Recipient:

- (a) acknowledges that ARENA is not liable for any advice, comments, consultation, assistance, information or material made available by ARENA or the Commonwealth before the Commencement Date in connection with the Recipient applying for funding through the Program (**Information**);

- (b) acknowledges that the Information may not be accurate or complete and that the Recipient is responsible for making its own enquiries;
- (c) warrants that it has not, in deciding whether or not to enter into this Agreement, relied on any Information or representation (whether oral or in writing), other than as expressly set out in this Agreement, or any other conduct of ARENA or the Commonwealth or any of its Personnel; and
- (d) waives any right to make any claims in relation to any loss or damage suffered or incurred, whether directly or indirectly, arising out of or in connection with any use of or reliance on the Information.

Schedule 1 – Agreement details

Item number	Description	Clause Reference	Details
1.	ARENA	1.1	Australian Renewable Energy Agency (ARENA) Nishi Building 2 Phillip Law St New Acton Canberra ACT 2601 ABN 35 931 927 899
2.	Recipient	1.1	Greatcell Solar Ltd 3 Dominion Place Queanbeyan NSW 2620 ACN 111 723 883 ABN 92 111 723 883
3.	ARENA Representative	1.1 and 20.1	Manager Contract Management Services ARENA
4.	Recipient Representative	1.1 and 20.1	s47F
5.	Commencement Date	1.1 and 3	On execution of this Agreement
6.	End Date	1.1 and 4.1(e)	12 weeks after the completion of the final Milestone
7.	Guidelines and principles	4.1	Advancing Renewables Program – Program Guidelines
8.	Policy and requirements	4.1	<ul style="list-style-type: none"> Managing Risks of Hazardous Chemicals in the Workplace Code of Practice 2012 (Cth); Labelling of Workplace Hazardous Chemicals Code of Practice 2011 (Cth); Preparation of Safety Data Sheets for Hazardous Chemicals Code of Practice 2011 (Cth); Managing Electrical Risks at the

Item number	Description	Clause Reference	Details
			<p>Workplace Code of Practice;</p> <ul style="list-style-type: none"> Working in the Vicinity of Overhead and Underground Electrical Lines Draft Code of Practice; and <p>Commonwealth Government's Web Content Accessibility Guidelines</p>
9.	Risk Management Plan	5	Certification of the Risk Management Plan must be provided by the completion date for Milestone 1.
10.	Community Consultation Plan	N/A	Not applicable.
11.	Activity Participants	1.1	Not applicable.
12.	Subcontractors	1.1 and 22	<p>s47(1)(b)</p> <p>Building fitout contractor to be decided</p>
13.	Specified Personnel	1.1 and 21	<p>s47F [REDACTED] (Project Coordination, Reporting and Knowledge Sharing)</p> <p>s47F [REDACTED] (Project Director –Overview)</p>
14.	Pre-identified Assets	23	Not applicable.
15.	Asset register	23.2	<p>The Recipient must maintain an assets register in relation to Assets which sets out:</p> <ul style="list-style-type: none"> Asset description purchase price or total lease cost date of purchase or lease type and term of lease location of Asset date of disposal approval disposal date disposal method
16.	Pre-existing Material	1.1	<p>ARENA: None</p> <p>Recipient: As set out in Schedule 7</p>
17.	Moral Rights – Specified Acts	25	Not Applicable.

Item number	Description	Clause Reference	Details
18.	Insurance	28	<p>Public Liability Insurance; \$20,000,000 or more per claim</p> <p>Professional Indemnity Insurance: \$5,000,000</p> <p>Workers Compensation Amounts as required by the relevant state or territory legislation</p> <p>Transit Insurance As set out in Recipient's policy no. s47(1)(b)</p> <p>Business Insurance As set out in Recipient's policy no. s47(1)(b)</p>
19.	Acknowledgment of support	29	<p>The Recipient must acknowledge the support received from ARENA by including the following statement:</p> <p>This Activity received funding from ARENA as part of ARENA's Advancing Renewables Program</p>
20.	Recipient Confidential Information	1.1 and 30	<p>Information identified as Recipient Confidential Information in the Knowledge Sharing Plan, for the period specified in the Knowledge Sharing Plan or, if no period is specified, 24 months after completion of the Activity.</p>
21.	Address for Notices	40	<p>ARENA: Manager Contract Management Services ARENA Nishi Building 2 Phillip Law St New Acton Canberra ACT 2601</p> <p>Recipient: s47F</p>

Item number	Description	Clause Reference	Details
			Greatcell Solar Ltd 3 Dominion Place Queanbeyan NSW 2620 Postal Address: PO Box 6212 Queanbeyan NSW 2620 Fax: 02 6299 1698
22.	Special Conditions	1.1 and 2	Not applicable.

Schedule 2 – Activity

1. Outcomes (clauses 1.1 and 4.1(a))

s47(1)(b)

2. Description (clause 1.1)

s47(1)(b)

3. Milestones (clauses 1.1 and 4.1(d))

	Milestone	Completion date
s47(1)(b)		

	Milestone	Completion date
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s47(1)(b)

4. Authorisations (clause 8)

Not used.

s47(1)(b)

Schedule 3 – Reporting

1. Milestone and contribution reports

- (a) For each Milestone, the Recipient must provide a report by the completion date for the Milestone as specified in Schedule 2 (**Milestone Report**).
- (b) Each Milestone Report must be delivered in a format specified by ARENA.
- (c) Each Milestone Report must include:
 - (i) the name of the Recipient and all Subcontractors;
 - (ii) a contact name, telephone number and email address;
 - (iii) the Activity title and number;
 - (iv) the Milestone and period to which the report relates;
 - (v) an Activity and Budget update (including cost to completion), including whether the Activity is proceeding in accordance with the Budget and, if it is not, an explanation of why the Budget is not being met, the effect this will have on the Activity and the action the Recipient proposes to take to address this;
 - (vi) a statement of the Funds, Recipient Contributions and Other Contributions provided and spent certified by an authorised officer of the Recipient;
 - (vii) the amount remaining in the account referred to in clause 18.3;
 - (viii) a technical report of the Milestone activities, including:
 - (A) a description and analysis of the technical progress of the Activity;
 - (B) evidence that the activities within the Milestone have been achieved;
 - (C) any major issues or developments which have arisen in the course of achieving the Milestone and the effect they will have on the Activity and any future Milestone, including implications for the Risk Management Plan; and
 - (D) any proposed changes to the Activity, future Milestones or both, whether they result from the matters described in paragraph (v) above, paragraph Schedule 31(c)(viii)(C) above, generally or any combination of these;
 - (ix) details of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity;
 - (x) a description of:
 - (A) the Knowledge Sharing Activities completed during the period to which the report relates;
 - (B) the outcomes of those Knowledge Sharing Activities; and
 - (C) any data or documentation developed from the Activity during the period to which the report relates;
 - (xi) a 'lessons learnt' knowledge sharing report (using the template provided by ARENA) for each Activity Lesson Learnt since the previous report; and

- (xii) a brief update on the progress of the Activity (including achievements and Activity Lessons Learnt) relevant to the Outcomes suitable for public dissemination.
- (d) The Milestone Report for Milestones 1 and 4 must include certification, in a form required by ARENA, by a person duly authorised by the Recipient's Chief Executive Officer that the Risk Management Plan is up to date and is being implemented.
- (e) For each Milestone, the Recipient must also provide a report by the completion date for the Milestone as specified in Schedule 2 in relation to the Recipient's cash flow and contribution plans with respect to the Activity (**Cash Flow Plan**).
- (f) Each Cash Flow Plan must be delivered in a format agreed by the parties.
- (g) Each Cash Flow Plan must:
 - (i) clearly identify the projected funding required to complete the Activity and the proposed sources and timing of this funding, excluding the Funds;
 - (ii) provide sufficient information to identify the funding required for the next Milestone and the proposed sources and timing of this funding, excluding the Funds;
 - (iii) identify the Funds including quantity and timing associated with each Milestone for the duration of the Activity;
 - (iv) include other activities that may impact on the Cash Flow Plan;
 - (v) recognise and accept, nonetheless, that the Recipient:
 - (A) always seeks to act in the best interests its existing shareholders when funding new activities and, on that basis, reserves the right to make changes to historical funding plans; and
 - (B) as a public company, means the making of such funding plans has inherent uncertainty and are typically confidential;
 - (vi) provide any other information as ARENA reasonably requests; and
 - (vii) be delivered in form and substance satisfactory to ARENA.

2. Progress reports

Not used.

3. Financial reports

- (a) The Recipient must provide financial reports:
 - (i) within 3 months after the end of each financial year during the Agreement Period; and
 - (ii) within 3 months after the achievement of the final Milestone or any earlier termination of this Agreement..
- (b) Each financial report must include the following:

	Content	Prepared by
(i)	audited financial statements in accordance with Accounting Standards in respect of the Funds, Recipient Contributions	an Approved Auditor

	Content	Prepared by
	<p>and Other Contributions, which must include:</p> <p>(A) a definitive statement as to whether the financial information for the Activity represents the financial transactions fairly and is based on proper accounts and records;</p> <p>(B) a separate declaration from the Recipient's directors that the Recipient is solvent, a going concern and able to pay its debts as and when they fall due; and</p> <p>(C) detail of any Funds returned to ARENA by the Recipient and the reasons for such refund</p>	
(ii)	<p>a letter to the Recipient, or a report, including:</p> <p>(A) specific comment on the adequacy of the financial controls being maintained by the Recipient;</p> <p>(B) specific comment on the Recipient's financial position as it relates to any issues affecting the Recipient's ability to repay surplus Funds or complete the Activity with available Funds;</p> <p>(C) specific comment on the Recipient's ability to meet its taxation liabilities and any costs associated with any court or tribunal orders made against the Recipient or involving the Recipient;</p> <p>(D) specific comment on the Recipient's compliance with its obligations to pay superannuation entitlements;</p> <p>(E) where there are any qualifications or limitations on the audit, an outline of the reasons for the qualifications or limitations and the remedial action recommended; and</p> <p>(F) an itemised list of fees paid to officers of the Recipient</p>	an Approved Auditor
(iii)	<p>a certificate:</p> <p>(A) that all Funds, Recipient Contributions and Other Contributions were spent for the purpose of the Activity and in accordance with this Agreement and that the Recipient has complied with this Agreement;</p> <p>(B) that salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;</p> <p>(C) unless this Agreement has expired or terminated, stating the unspent portion of the Funds available for use within the next reporting period; and</p> <p>(D) that, at the time the Report is provided to ARENA,</p>	the CEO or CFO of the Recipient

	Content	Prepared by
	the Recipient is able to pay all its debts as and when they fall due and the Recipient has sufficient resources to discharge all the Recipient's debts at the end of the current financial year	

- (c) An **Approved Auditor** is a person who is:
- (i) registered as a company auditor under the *Corporations Act 2001* (Cth) or an appropriately qualified member of the Institute of Chartered Accountants in Australia, CPA Australia or the Institute of Public Accountants;
 - (ii) not a principal, member, shareholder, officer, agent, subcontractor or employee of the Recipient, an Activity Participant or a related body corporate of the Recipient or an Activity Participant; and
 - (iii) not the Recipient's accountant.

4. Final report

- (a) Within 3 months of the achievement of the final Milestone or any earlier termination of this Agreement, the Recipient must provide a report (**Final Report**) which includes:
- (i) the name of the Recipient and all Subcontractors;
 - (ii) the Activity title and number;
 - (iii) a statement of the Funds, Recipient Contributions and Other Contributions provided and spent certified by an authorised officer of the Recipient;
 - (iv) the amount (if any) remaining in the account referred to in clause 18.3;
 - (v) a description and analysis of the progress of the Activity, including:
 - (A) evidence that the Activity has been completed, and the Milestones have been achieved;
 - (B) details of the extent to which the Activity achieved the Outcomes;
 - (C) any highlights, breakthroughs or difficulties encountered; and
 - (D) conclusions or recommendations (if any) arising from the Activity;
 - (vi) an assessment by the Recipient of its success in achieving the Knowledge Sharing Objectives, including:
 - (A) details of all of the Knowledge Sharing Activities completed as at the date of the report;
 - (B) an analysis of the effectiveness of each of the Knowledge Sharing Activities so completed; and,
 - (C) for any on-going Knowledge Sharing Activities, an update of progress in undertaking each Knowledge Sharing Activity;
 - (vii) details of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity;
 - (viii) if specified in item 15 of Schedule 1, a copy of the Assets register; and

- (ix) a brief update on the progress of the Activity (including achievements and Activity Lessons Learnt) for public dissemination.
- (b) The Final Report is to be delivered in a format specified by ARENA, including a version for public release.

5. Schedule of standard metrics

With each Milestone Report the Recipient must provide to ARENA a schedule of standard metrics using the template in the Knowledge Sharing Plan.

6. Activity Failure report

In the event of Activity Failure, the Recipient must, within 20 Business Days after the Activity Failure, provide a report to ARENA for public release explaining the reasons for the failure and the Activity Lessons Learnt.

7. Ad hoc reports

The Recipient must provide ad-hoc reports as required by ARENA from time to time at the time and in the manner reasonably required by ARENA in relation to any significant developments concerning the Activity or any significant delays or difficulties encountered in undertaking the Activity.

Schedule 4 – Funds

1. Total Funds (clause 1.1)

Subject to this Agreement, the total amount of funding payable by ARENA under this Agreement is \$6 million (excluding GST).

2. Interest rate (clause 19.7)

The ten year Treasury Bond Rate as published in the Australian Financial Review on the Commencement Date.

3. Payment (clauses 1.1, 15 and 16)

Subject to this Agreement, ARENA will pay the funding to the Recipient in instalments as set out in the table below.

No.	Payment Criteria	Payment Claim due date	Instalment (GST exclusive)
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s47(1)(b)

No.	Payment Criteria	Payment Claim due date	Instalment (GST exclusive)
-----	------------------	------------------------	----------------------------

s47(1)(b)

No.	Payment Criteria	Payment Claim due date	Instalment (GST exclusive)
-----	------------------	------------------------	----------------------------

s47(1)(b)

No.	Payment Criteria	Payment Claim due date	Instalment (GST exclusive)
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s47(1)(b)

Total	\$6 million
--------------	-------------

4. Recipient Contributions (clauses 1.1 and 14.1)

Contribution	Due date
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s47(1)(b)

5. Other Contributions (clauses 1.1 and 14.2)

Person	Contribution	Due date for evidence (clause 14.2(b))	Due date for using contribution (clause 14.2(a))
Not used			

6. Budget (clauses 1.1 and 18.1)

Budget (FY)	2017/18	2018/19	2019/20	Total
AS millions (excluding GST)				

s47(1)(b)

7. Bank account (clause 18.3)

No additional requirements.

8. Invoicing requirements (clause 16.2(c))

The invoice must meet the requirements of a tax invoice as set out in the GST Law and be in a form approved by ARENA which sets out:

- (a) the agreement number and Activity title;
- (b) the amount of funding to be paid by ARENA together with any substantiating material required;
- (c) the name of the ARENA Representative; and
- (d) such other information as ARENA requires.

Invoices should be submitted to:

Director

Contract Management Services

Australian Renewable Energy Agency

Email: ArenaContracted@arena.gov.au

Post Address: GPO Box 643
Canberra ACT 2601

Schedule 5 – Knowledge Sharing Plan

1. Introduction

On **[insert date]** ARENA and Greatcell Solar (**Recipient**) entered into an Advancing Renewables Programme Funding Agreement number **[insert]** (**Funding Agreement**), under which the Recipient has certain knowledge sharing obligations.

The Recipient has developed this Knowledge Sharing Plan in consultation with ARENA, and must comply with this Knowledge Sharing Plan for the term of the Funding Agreement.

Terms used in this Knowledge Sharing Plan which are defined in the Funding Agreement have the same meaning unless the context requires otherwise.

2. Purpose

Under the *Australian Renewable Energy Agency Act 2011* (Cth), ARENA is required to promote the sharing of information and knowledge about renewable energy technologies where appropriate. As such, knowledge sharing is considered an integral element of the Activity. Effective knowledge sharing is central to ARENA achieving its twin objectives of improving the competitiveness and increasing the supply of renewable energy in Australia.

ARENA invests public money, and knowledge is one of the returns it expects from this investment. Effective knowledge sharing with key players in the Australian energy sector including EPC contractors, DNSPs, regulators, investors, researchers and planners helps to build a stronger, more resilient energy system with increasing levels of renewable energy.

This Knowledge Sharing Plan identifies the data, information and knowledge that will be generated and shared throughout the Activity, along with how it will be shared, in accordance with an agreed timetable. In relation to data generated by the Activity, it also outlines the methodology that will be used to capture, store, assess and report this data.

3. Knowledge sharing objectives

The Recipient must use its best endeavours to contribute to the advancement of the photovoltaic industry sector's knowledge in perovskite solar cell technology areas.

The Outcomes for the Activity are specified in Schedule 2.

The objectives of the Knowledge Sharing Activities (**Knowledge Sharing Objectives**) support delivery of the Outcomes and are:

s47(1)(b)

s47(1)(b)

The Activity is to answer the following critical questions that need to be answered to improve the competitiveness and supply of renewable energy technology in Australia:

s47(1)(b)

4. Key knowledge sharing audiences

In undertaking the Knowledge Sharing Activities, the Recipient must take into consideration the following audiences:

- (a) ARENA, including the ARENA Executive and Board;
- (b) the Commonwealth;
- (c) the photovoltaic sector and allied services companies;
- (d) investors;
- (e) researchers; and
- (f) solar farm developers and financiers.

5. Confidentiality and dissemination of knowledge

In undertaking its legislated knowledge-sharing function, it is anticipated that ARENA may share information with other areas of government and with the public. The Recipient will provide information of varying levels of confidentiality, from little or none to highly valuable and confidential intellectual property.

To maximise the knowledge sharing benefit, the Recipient has established a level of confidentiality of information provided to ARENA. Accordingly, information the Recipient shares with ARENA is categorised according to those persons with whom it may be shared as follows:

- (a) the public (unrestricted) – This information may be shared freely within ARENA, with industry participants, and with the public in general.
- (b) the public (restricted) (Restricted Information) – Subject to any restrictions imposed by the Recipient, this information may be shared freely within ARENA, with industry participants, and with the public in general.
- (c) ARENA only (Recipient Confidential Information) – this information may be shared freely within ARENA and with other areas of government with equivalent privacy management and control processes and in accordance with clause 30.

Table A identifies the knowledge that will be generated by the Activity and those persons with whom it may be shared.

The Recipient must apply the dissemination levels in Table A to knowledge generated by the Activity.

The Funding Agreement determines the treatment of Intellectual Property Rights and Recipient Confidential Information.

It is the Recipient's responsibility to ensure that any Activity documentation (including Milestone Reports and other Reports) prepared for public release does not contain any Recipient Confidential Information.

Table A – List of high value knowledge to be generated by Activity

No.	Area of operation	Information to be shared	Key audiences	Dissemination			Conditions (if any)	Reasons for commercial sensitivity (if any)
				Public (unrestricted)	Public (restricted)	ARENA only (Recipient Confidential Information)		
1.	S47(1)(b)							
2.								
3.								
4.								
5.								

No.	Area of operation	Information to be shared	Key audiences	Dissemination			Conditions (if any)	Reasons for commercial sensitivity (if any)
				Public (unrestricted)	Public (restricted)	ARENA only (Recipient Confidential Information)		
								s47(1)(b)

6. Data

s47(1)(b)

Table B – Data management and transfer

Overview (description of data)	Collection methodology considerations	Data categories	Sampling frequency	Format (specific data units and components)	Data provider and owner	Data source	Transfer process / how supplied to ARENA
s47 (1) (b)							

Overview (description of data)	Collection methodology considerations	Data categories	Sampling frequency	Format (specific data units and components)	Data provider and owner	Data source	Transfer process / how supplied to ARENA
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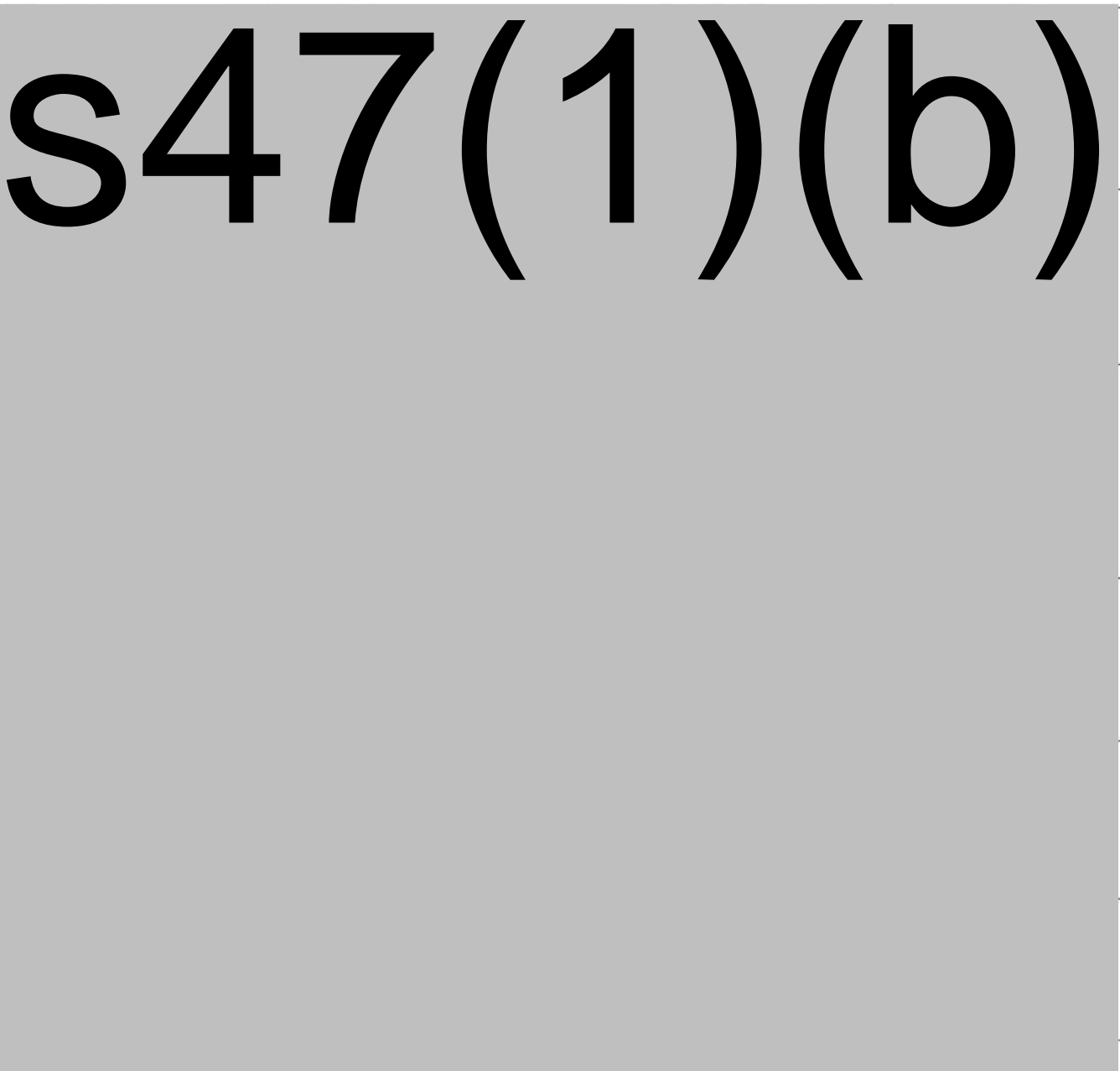
s47 (1) (b)

7. Knowledge Sharing Activities

The Recipient must undertake Knowledge Sharing Activities as outlined in Table C below.

Table C – Detailed program of Knowledge Sharing Activities

Activity stage and timeframe	Number and type of Knowledge Sharing Activity	High value knowledge to be shared and provided to ARENA	Intended audience	Further information (optional)	Related No. in Table A
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8. Reporting

8.1 Reporting on Knowledge Sharing Activities

- (a) Each Milestone Report must include a description of:
- (i) the Knowledge Sharing Activities completed during the period to which the Milestone Report relates, including a list of any public reports or knowledge sharing reports;
 - (ii) the outcomes of those Knowledge Sharing Activities; and
 - (iii) any data or documentation developed from the Activity during the period to which the Milestone Report relates.
- (b) The Final Report must include details of:
- (i) all of the Knowledge Sharing Activities completed as at the date of the Final Report;
 - (ii) analysis of the effectiveness of each of the Knowledge Sharing Activities so completed;
 - (iii) for any on-going Knowledge Sharing Activities, an update of progress in undertaking each Knowledge Sharing Activity; and
 - (iv) an assessment by the Recipient of its success in achieving the Knowledge Sharing Objectives.

8.2 Activity failure report

In the event of Activity failure, the Recipient must, within 20 Business Days after the Activity failure, provide a report to ARENA for public release explaining the reasons for the failure and the Activity Lessons Learnt.

8.3 Schedule of standard metrics (quantitative)

On a financial year basis the Recipient must provide to ARENA a prescribed schedule of standard metrics that will provide overall information on the performance of ARENA's investment portfolio, using the following template:

s47(1)(b)

Input	Unit	Total value	Description of category source (i.e. estimated, references, based on x analysis)
s47(1)(b)			

8.4 'Lessons learnt' (qualitative reporting)

Each Milestone Report must include 'lessons learnt' knowledge sharing reports which capture all Activity Lessons Learnt since the previous Milestone. A separate 'lessons learnt' knowledge sharing report must be provided for each Activity Lesson Learnt. Each 'lessons learnt' knowledge sharing report must use the template provided by ARENA.

9. Specified Personnel

s47F [redacted] occupying the position of Director will be the central contact point for ARENA for the Knowledge Sharing Activities.

10. Budget Estimate

The Recipient has allocated approximately s47(1)(b) [redacted] from within the Project Budget towards implementing this Knowledge Sharing Plan.

Schedule 6– IP Management Plan

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

Schedule 7 – Recipient Pre-existing Material

s47(1)(b)

s47(1)(b)

s47(1)(b)

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the **Australian Renewable Energy Agency** by its duly authorised delegate in the presence of

Signature of witness



Signature of delegate



Name of witness (print)

Name of delegate (print)

Date

Position of delegate (print)

Executed by **Greatcell Solar Limited** in accordance with section 127 of the *Corporations Act 2001 (Cth)*

S47F _____
Signature of director



Signature of director/company secretary/sole director and sole company secretary
(Please delete as applicable)



RICHARD CARDWELL

Name of director (print)

Name of director/company secretary/sole director and sole company secretary (print)

8/12/17

Date

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the **Australian Renewable Energy Agency** by its duly authorised delegate in the presence of

Signature of witness

Name of witness (print)

Date

← _____ ←
Signature of delegate

Name of delegate (print)

Position of delegate (print)

Executed by **Greatcell Solar Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of director

Name of director (print)

Date 8/12/17

← _____ ←
Signature of director/company secretary/sole director and sole company secretary (Please delete as applicable)

GORDON THOMPSON
Name of director/company secretary/sole director and sole company secretary (print)

s47F

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the Australian Renewable Energy Agency by its duly authorised delegate in the presence of

s22

Signature of witness

s22

Name of witness (print)

11-12-2017

Date

s22

Signature of delegate

(s22) Key

Name of delegate (print)

Chief Financial Officer,

Position of delegate (print)

Executed by Greatcell Solar Limited in accordance with section 127 of the *Corporations Act 2001 (Cth)*

Signature of director

Name of director (print)

Date

Signature of director/company secretary/sole director and sole company secretary
(Please delete as applicable)

Name of director/company secretary/sole director and sole company secretary (print)

FOR OFFICIAL USE ONLY



Australian Government
**Australian Renewable
Energy Agency**

ARENA

15 June 2018

Attention: s47F
Chief Technology Officer

Greatcell Solar Ltd
3 Dominion Place
Queanbeyan NSW 2620

GPO Box 643
Canberra ACT 2601
Tel: +61 2 6276 1000
ABN: 35931927899
www.arena.gov.au

Dear **s47F**

Re: Variation to Milestones & Limited Waiver

We refer to the funding agreement between the Australian Renewable Energy Agency (ARENA) and Greatcell Solar Ltd (Recipient) with contract number G00930 dated 12 December 2017 (Funding Agreement).

Unless the context otherwise requires, capitalised terms used in this letter that are defined in the Funding Agreement have the same meaning.

1. Variation

This letter constitutes a variation to the Funding Agreement. The parties agree to vary the Funding Agreement as set out at Attachment A to this letter.

2. Limited Waiver

s47(1)(b)

s47(1)(b)

The above mentioned waivers do not derogate from or affect in any way any other rights that ARENA may have in relation to the Milestones, Deliverables, or Payment Criteria. With the exception of this waiver, ARENA reserves all of its rights under the Funding Agreement and at law.

s47(1)(b)

3. Next Steps

To confirm your agreement to both the terms of the limited waiver set out in this letter and the variation set out at Attachment A, please print and countersign a copy of this letter, and forward a scanned copy of the countersigned letter to ARENA by way of return email. The variation will take effect upon receipt by ARENA of the countersigned letter.

s47(1)(b)

Subject to the amendments noted above, the parties acknowledge and agree that the Funding Agreement otherwise continues with full force and effect.

Please feel free to contact s22 if you have any questions with respect to the contents of this letter.

Yours sincerely,

s22

Attachment A – Variation to the Funding Agreement

1. Variation of Item 3 (*Milestones*) of Schedule 2 (*Activity*)

s47(1)(b)

2. Variation of Item 3 (*Payment*) of Schedule 4 (*Funds*)

s47(1)(b)

Greatcell Solar Ltd ABN 92 111 723 883 acknowledges and agrees to the terms set out in this letter

Signed by Greatcell Solar Ltd ABN 92 111 723 883 in accordance with section 127 of the Corporations Act 2001 (Cth)

s47F

s47F

Signature of director

GORDON THOMPSON

Name of director (print)

15/6/2018

Date executed by the Recipient

Signature of director / company secretary

RICHARD CALDWELL

Name of director / company secretary (print)

16-6-18