



Australian Government

**Department of Agriculture
and Water Resources**

Commonwealth Grant Agreement

between the Commonwealth represented by

Department of Agriculture and Water
Resources

and

(*insert Grantee*)

Contents

Grant Agreement [*insert reference number/name*]..... 3

Parties to this Agreement..... 3

Background..... 3

Scope of this Agreement 3

Grant Details [*insert reference number/name*] 5

A. Purpose of the Grant..... 5

B. Activity 5

C. Duration of the Activity 5

D. Payment of the Grant..... 6

E. Reporting 8

F. Party representatives and address for notices..... 8

G. Supplementary Terms..... 9

Signatures.....10

Commonwealth General Grant ConditionsSchedule 1

Grant Agreement [insert reference number/name]

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

Parties to this Agreement

The Grantee

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)?	
Date from which GST registration was effective?	
Registered office (physical/postal)	
Relevant business place (if different)	
Telephone	
Email	

The Commonwealth

The Commonwealth of Australia represented by the Department of Agriculture and Water Resources
18 Marcus Clarke Street, Canberra City ACT 2601
ABN 2411 308 5695

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If

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

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

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

DRAFT

Grant Details [insert reference number/name]

A. Purpose of the Grant

The purpose of the Grant is to [insert details of activity aims or objectives].

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee [insert reference number/name] dated [insert date]

The Grant is being provided as part of the Leadership in Agricultural Industries Fund program.

B. Activity

This section will include a detailed description of the Activity linked to relevant key performance indicators. These will be structured as 'milestones' or 'stages', and may be linked to reporting requirements and payments by instalments. The details of any reports required as part of the Activity will be included at Item E below. If appropriate, this section will include details of anything that is not part of the Activity and therefore not covered by the expenditure of the Grant.

[insert details]

C. Duration of the Activity

This section will specify the anticipated Activity start date and Completion Date, including a time allowance for submission and acceptance of any reporting required under Items B and E.

The Activity starts on execution of the Grant Agreement and ends on the Completion Date as shown in the Activity Schedule.

Activity Schedule	
Milestone	Due Date
Submission of a detailed Project Plan to the satisfaction of the Commonwealth	10 October 2017
Submission of a Progress Report outlining progress against the activities in the agreed Project Plan	To be agreed
Submission of an Annual Report outlining progress against the activities in the agreed Project Plan and including an acquittal of funds via an audited financial statement	To be agreed
Additional Milestones as required.	To be agreed
Completion of all Activities	To be agreed
Submission of a Final Report for the project comprising: <ul style="list-style-type: none">• Key outcomes• Program statistics• Next steps for the alumni• An audited financial statement accounting for the full expenditure of the grant.	To be agreed

[insert date e.g. month/year]

D. Payment of the Grant

The total amount of the Grant is **[insert amount]** (GST **[incl/excl]**).

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

The Grantee's nominated bank account into which the Grant is to be paid is **[insert bank account details]**.

The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
On execution of agreement	[insert date]	[\$insert amount]	[\$insert amount]	[\$insert amount]
Provision of a Project Plan, to the satisfaction of the Commonwealth	[insert date]			
Provision of a Progress Report / Annual report, to the satisfaction of the Commonwealth	[insert date]			
More milestone reports as required – Insert rows	[insert date]			
Provision of the Final Report, to the satisfaction of the Commonwealth.	[insert date]			
Total Amount		[\$insert amount]	[\$insert amount]	[\$insert amount]

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to provide the following reports in the form specified to the Commonwealth representative in accordance with the following:

- Progress reports (at least annually) outlining grant activities undertaken, by whom and progress against milestones identified in the Project Plan
- An acquittal of funds each financial year via an audited financial statement
- A final report for the Activity comprising:
 - Key outcomes
 - Program statistics
 - Next steps for the alumni (if applicable) and
 - An audited financial statement accounting for the full expenditure of the grant

F. Party representatives and address for notices

This section will include the name, position and contact details of the representatives of the Parties. The representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant. The representatives may or may not be the signatories to the Agreement.]

Grantee's representative and address

Grantee's representative name	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
Fax	
E-mail	

Commonwealth representative and address

Name of representative	Leadership in Agricultural Industries Fund
Position	The Director
Postal/physical address(es)	GPO Box 858 Canberra City ACT 2601
Business hours telephone	1800 870 733
Mobile	
Fax	
E-mail	leadership.fund@agriculture.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (incl. GST)	Timing
[insert Grantee or name of third party providing the Other Contribution]	[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]	[\$insert amount]	[insert date or Milestone to which the Other Contribution relates]
		\$	

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget

G2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:

OR

G1.21 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the detailed budget provided in the Project Plan.

Expenditure Item	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions - Third Parties	Total Cost
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- (c) any other requirements specific to the project to be included.

[insert date e.g. month/year]

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

Not Applicable

G5. Activity Material

Not Applicable

G6. Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and assets

Not Applicable

G8. Relevant qualifications or skills

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the relevant skills or qualifications.

G9. Activity specific legislation, policies and industry standards

This section could include any specific legislative or policy requirements or industry standards that apply to the Activity.
--

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

(a) *[insert relevant legislation, policies and/or industry standards]*

G10. Commonwealth Material, facilities and assistance

Not Applicable

G11. Jurisdiction

Not Applicable

G12. Grantee trustee of a Trust

Not Applicable

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources	
Name: (print) Position: (print) Signature and date:
Witness Name: (print) Signature and date:

[Select or insert the appropriate signature block depending on the nature of Grantee. Delete the signature blocks that are not used.]

Grantee:

[If Grantee is an Individual]

Full legal name of the Grantee:	[insert name of the Grantee and any ABN]
Signatory Name: (print) Signature and date:
Witness Name: (print) Signature and date:

[OR]

[If Grantee is a Company]

Name of Company:	[insert name of company and any ABN, ACN or ARBN]
Director's Name: (print) Signature and date:
Director/Company Secretary Name: (print) Signature and date:

[OR]

[insert date e.g. month/year]

If Grantee is an Incorporated Association]

Full legal name of the Grantee:	<i>[insert name of incorporated association and any ABN or other registration number]</i>
Public Officer's Name: (print) Signature and date:	 ----- -----
Committee Member/Secretary Name: (print) Signature and date:	 ----- -----

DRAFT

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

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

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

4. Relationship between the Parties

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

5. Subcontracting

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

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

6. Conflict of interest

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

7. Variation

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

8. Payment of the Grant

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

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

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

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

9. Spending the Grant

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

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

10. Repayment

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

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

11. Record keeping

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

12. Intellectual Property

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

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

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

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

13. Privacy

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

14. Confidentiality

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

15. Insurance

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

16. Indemnities

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

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

17. Dispute resolution

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

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

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

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

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

19. Cancellation for convenience

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

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

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

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

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

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

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

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

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

20. Survival

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

21. Definitions

In this Agreement, unless the contrary appears:

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