**Commonwealth Grant Agreement**

between the Commonwealth represented by

***the Department of Immigration and Citizenship***

and

(***insert Grantee***)

|  |
| --- |
| Contents  [Grant Agreement [*insert reference number/name*] 3](#_Toc317496299)  [Parties to the Agreement 3](#_Toc317496300)  [Background 3](#_Toc317496301)  [Scope of this Agreement 3](#_Toc317496302)  [Grant Details [*insert reference number/name*] 4](#_Toc317496303)  [A. Purpose of the Grant 4](#_Toc317496304)  [B. Activity 4](#_Toc317496305)  [C. Duration of the Activity 4](#_Toc317496306)  [D. Payment of Grant 4](#_Toc317496307)  E. Reporting 5  [F. Party Representatives and Address for Notices 6](#_Toc317496308)  G. [Supplementary Terms 7](#_Toc317496309)  [Signatures 1](#_Toc317496310)1  Commonwealth General Grant Conditions Schedule 1 |

# Grant Agreement [*insert reference number/name*]

# Parties to the Agreement

**The Grantee**

|  |  |
| --- | --- |
| Full legal name of Grantee | [*insert details*] |
| Legal identity (e.g. individual, incorporated association, company, partnership etc) | [*insert details*] |
| Trading or business name | [*insert details*] |
| Any relevant licence, registration or provider number | [*insert details*] |
| Australian Company Number (ACN) or other entity identifiers | [*insert details*] |
| Australian Business Number (ABN) | [*insert details*] |
| Registered with the ACNC? | [*insert details*] |
| Registered for GST? | [*insert details*] |
| Date from which GST registration was effective? | [*insert details*] |
| Registered office (physical/postal) | [*insert details*] |
| Relevant business place (if different) | [*insert details*] |
| Telephone | [*insert details*] |
| Fax | [*insert details*] |
| Email | [*insert details*] |

**The Commonwealth**

The Commonwealth of Australia represented by the Department of Immigration and Citizenship.   
6 Chan Street, Belconnen ACT 2617  
ABN 33 380 054 835

# Background

The Commonwealth has agreed to provide the Grant to the Grantee for the purpose of assisting the Grantee to undertake the Activity.

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

# Scope of this Agreement

This Agreement comprises:

(a) the Supplementary Terms (if any);

(b) the General Grant Conditions as at the time of entering into this Agreement (attached at Schedule 1);

(c) this document including the Grant Details;

(d) any other document referenced or incorporated in the Grant Details.

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

The Agreement represents the Parties' entire agreement in relation to the Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

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

# A. Purpose of the Grant

The purpose of the Grant is to improve infrastructure that will enhance social inclusion and create meeting places that provide opportunities to bring together individuals and families in the community.

The Grant aims to empower communities to embrace the benefits of multiculturalism and maintain cohesive and socially inclusive neighbourhoods. The enhanced infrastructure will provide an opportunity for Australians of all backgrounds to come together for activities, programs and community events, while promoting a sense of belonging for Australians of every race, culture and religion.

The Grant is being provided as part of the Building Multicultural Communities Program.

# B. Activity

[*insert details*]

# C. Duration of the Activity

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

|  |  |  |
| --- | --- | --- |
| **Activity Schedule** | | **Milestone Report** |
| **Milestone** | **Due Date** | **Due Date** |
| [*insert event*] | [*insert date*] | [*insert date*] |
| [*insert event*] | [*insert date*] | [*insert date*] |
| [*insert event*] | [*insert date*] | [*insert date*] |

# D. Payment of Grant

The total amount of the Grant is [*insert amount*] (GST exclusive).

The Grantee must ensure that the Grant is held in an account in the Grantee’s name and which the Grantee solely 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 satisfactory completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Payment Schedule** | | | | |
| **Milestone** | **Anticipated  due date** | **Amount (excl. GST)** | **GST** | **Total (incl. GST)** |
| [*insert relevant event e.g. on signature of agreement or acceptance of progress report*] | [*insert date*] | $[*insert amount*] | $[*insert amount*] | $[*insert amount*] |
|  |  |  |  |  |
| **Total Amount** |  | $[*insert amount*] | $[*insert amount*] | $[*insert amount*] |

**Invoicing**

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

1. be issued by the Grantee; and
2. contain sufficient information to enable the following to be clearly identified:
   1. the Grantee’s identity and ABN;
   2. a brief description of the Milestone or Activity relating to the Grant instalment and the Grant instalment amount;
   3. the extent to which the Grant instalment is taxable – this can be shown separately or, if the GST to be paid is exactly one-eleventh of the total price, as a statement such as ‘total price includes GST’;
   4. the date the invoice is issued;
   5. the amount of GST (if any) payable; and
   6. that the document is intended to be a tax invoice.

If the Grantee is registered for GST, the Grantee must issue the Commonwealth with a tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth)in respect of each report and Grant instalment.

The Grantee must not issue a tax invoice to the Commonwealth in respect of a Milestone or Activity until the Commonwealth has advised the Grantee that the Milestone or Activity has been completed to the satisfaction of the Commonwealth.

# E. Reporting

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

|  |  |  |
| --- | --- | --- |
| **Type of Report** | **Description** | **Due Date** |
| Progress Report | The Grantee must provide this report on a template to be provided by the Commonwealth. | [*insert date*] |
| Un-audited Financial Statement of Income and Expenditure | The Grantee must provide this report on a template to be provided by the Commonwealth. | [*insert date*] |
| End of Project Report | The Grantee must provide this report on a template to be provided by the Commonwealth. | [*insert date*] |
| Audited Financial Statement of Income and Expenditure | The Grantee must provide this report, certified by an approved Auditor, on a template to be provided by the Commonwealth. | [*insert date*] |

The Commonwealth will consider all reports and will notify the Grantee:

1. if it accepts the reports; or
2. if it is not satisfied with any aspect of the reports or the Grantee’s performance as reflected in the reports, those aspects of the reports or the Grantee’s performance which are of concern, and which the Commonwealth requires the Grantee to rectify to the Commonwealth’s satisfaction.

The Grantee must provide within 10 days any other information related to this Agreement, or its implementation, that the Commonwealth may, from time to time, notify the Grantee that it reasonably requires.

# F. Party Representatives and Address for Notices

**Grantee's representative and address**

|  |  |
| --- | --- |
| Grantee’s representative name | [*insert details*] |
| Position | [*insert details*] |
| Postal/physical address(es) | [*insert details*] |
| Business hours telephone | [*insert details*] |
| Mobile | [*insert details*] |
| Fax | [*insert details*] |
| E-mail | [*insert details*] |

**Commonwealth representative and address**

|  |  |
| --- | --- |
| Name of representative | [*insert details*] |
| Position | [*insert details*] |
| Postal/physical address(es) | [*insert details*] |
| Business hours telephone | [*insert details*] |
| Mobile | [*insert details*] |
| Fax | [*insert details*] |
| E-mail | [*insert details*] |

The Parties' representatives will be responsible for liaison and the day to day management of this 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **Other Contributions** | | | |
| **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:

1. suspend payment of the Grant until the Other Contributions are provided; or
2. 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:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Budget** | | | | | |
| Expenditure Item | Description | Grant Contributions | Grantee Contributions | Other Contributions | 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:

1. 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
2. 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
3. [*insert other requirements*]

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**

G4.1 The Grantee agrees to provide the Commonwealth with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

1. a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
2. a certified Practising Accountant; or
3. a member of the National Institute of Accountants; or
4. a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

**G5. Activity Material**

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party’s Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

**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

[OR]

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or asset for more than $5,000 (including GST), apart from those listed in the Budget and/or detailed below:

1. [*Insert list of approved equipment and assets*]

G7.2 The Grantee agrees to maintain a register of all equipment and assets purchased for $5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Equipment and Assets Register** | | | | | |
| Item Number | Description | Grant Contributions | Grantee Contributions | Other Contributions | Total Cost |
| [*insert reference*] | [*insert description of the equipment or asset*] | [*insert amount of Grant contributed to this item*] | [*insert amount of Grantees own funds contributed to this item*] | [*insert amount of other sources of funding contributed to this item*] | [*insert total amount cost of the item*] |

G7.3 The Grantee agrees to use the equipment and assets for the purposes of the Activity.

G7.4 The Grantee agrees that the proceeds of any equipment and assets disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

**G8. Relevant qualifications or skills**

Not Applicable

[OR]

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 following relevant skills or qualifications:

1. [*Insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. requirement for police clearance, certificate 4 etc)*]

**G9. Activity specific legislation, policies and industry standards**

Not Applicable

[OR]

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

1. [*insert relevant legislation, policies and/or industry standards*]

**G10. Commonwealth Material, facilities and assistance**

Not Applicable

**G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory, Australia.

# Signatures

**Executed as an agreement:**

**Commonwealth:**

|  |  |
| --- | --- |
| Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Immigration and Citizenship |  |
| Name: (print) Position: (print) Signature and date: |  |
| Witness Name: (print)  Signature and date: |  |

**Incorporated Association:**

|  |  |
| --- | --- |
| Full legal name of the Grantee: | [insert name of incorporated association and any ABN] |
| Public Officer’s Name: (print) Signature and date: |  |
| Committee Member/Secretary Name:  (print) Signature and date: |  |