Australian Government
Department of Industry, Science and Resources

Your reference no: <reference number>

<title> <first name> <last name>
<position>
<organisation name>
<organisation postal address 1>
<organisation postal address 2>
<organisation postal address 3>

10 Binara Street
CANBERRA ACT 2601
GPO Box 2013
CANBERRA ACT 2601
p: < state office phone number>
e: ,<program mailbox address>
w: business.gov.au
abn: 74 599 608 295

NB: This is an example Exchange of Letters Agreement intended for use with the Stronger Communities Programme Round 10. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

Dear <title> <first name> < last name>

Letter of Agreement

Your application was successful and I am writing to offer you a <grant opportunity name> grant.

The Agreement

This letter is an offer to enter into a binding grant agreement (Agreement) between <organisation name> ABN <organisation ABN> (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Science and Resources on behalf of the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (Commonwealth/we).

The Agreement includes:

- this letter
- the grant schedule (attachment A)
- the letter of agreement terms and conditions (attachment B)
- your application
- the grant opportunity guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the grantee name and grant amount.

What you must do

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1	**Accept the Grant Agreement** An authorised representative must accept the grant agreement in the grant portal. (within 30 days)	2	**Complete your project** In line with this agreement.	3	**Submit your End of Project Report** via the grant portal.

To accept this offer, a representative authorised to enter into an agreement on behalf of your organisation must accept the grant Agreement in the portal. Accepting the Agreement in the portal is equivalent to signing a grant agreement. We may withdraw the offer if you do not accept the Agreement by <agreement due date> which is 30 days from the date we notified you that you were successful.

If you are not authorised to enter into a grant agreement on behalf of your organisation, you will need to identify a representative who is.

The Agreement takes effect from the date we acknowledge receipt of your acceptance of this Agreement.

You must undertake the project in line with this Agreement. You must only spend the grant on eligible activities to undertake the project, as outlined in the grant opportunity guidelines.

If you spend any amount of the grant on activities not identified in the project, or if you have a grant amount unspent at the project end date, you will need to repay those amounts to the Commonwealth.

You must submit the reports set out in the reporting table of the grant schedule (attachment A) by the due dates. You may be required to provide evidence of the grant expenditure. You can find a sample of the report requirements at attachment C.

We may, at our absolute discretion, unilaterally extend the project end date, the final report due date and the agreement end date, by notice where we consider it appropriate to enable you to complete your project. The extension will take effect from your receipt of the notice. For the avoidance of doubt such notification will act to vary the agreement despite clause 15.2 of the grant terms and condition.

You must ensure that anyone who has direct, unsupervised contact with children as part of your project under this Agreement has undertaken and passed a working with children check, if required under relevant state or territory legislation. You are also responsible for assessing the suitability of the people you engage as part of your project to ensure children are kept safe.

You must provide us with a statement of compliance with working with children legislation if requested.

If you make a public statement, publish any material or erect any signage in relation to your project you must acknowledge the funding you received from this grant. You must use any form of acknowledgment the Commonwealth reasonably specifies. You must notify us about events relating to the project and provide an opportunity for the Minister or their representative to attend.

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Project sponsors

If you are entering into this Agreement as a project sponsor of another organisation (Sponsee) (pursuant to section 4.2 of the grant opportunity guidelines), you acknowledge and agree that you will be legally responsible for ensuring all requirements under the Agreement are met – this includes, but is not limited to:

- reporting on the project in accordance with the terms of the Agreement;
- provision of statements of compliance with working with children legislation in accordance with the Agreement; and
- repayment of any Grant amounts, if required by clause 6 of the letter of agreement terms and conditions (attachment B).

You acknowledge that Grant amounts can be paid into an account held in the name of a representative of the Sponsee. In such cases where the Sponsee bank account is provided for grant payments, you give authority for this representative to receive Grant amounts on your behalf.

What we will do

After you have accepted the Agreement in the portal, we will acknowledge receipt of your acceptance. We will notify you when this happens and a copy of the executed Agreement will be available in the portal.

We will pay the grant into your nominated the bank within 20 days of acknowledging receipt of your acceptance of the Agreement in the portal.

Any questions?

If you have any questions you can email us at <program email address> and a member of the team will be in contact with you.

Yours sincerely

<agreement create officer>
<signature block 2>
<signature block 3>

<date>

The Commonwealth Acknowledges the Aboriginal and Torres Strait Islander Peoples throughout Australia and their continuing connection to land, water, culture and community. We pay our respects to the Elders both past and present. We acknowledge that our services are provided on many Indigenous lands. We continue to recognise that to achieve true reconciliation we need to work together with Aboriginal and Torres Strait Islander peoples, communities, staff and stakeholders to ensure that we are meeting the needs of the community.

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Attachment A

Grant schedule

Program	<program name>
Grantee	<organisation name>
Grantee ABN	<organisation ABN>
Project title	<project title>
Application ID	<project number>
Project description (Grant Activity)	<project description> <project outcome>
Project start date	<project start date>
Project end date	<project end date>
Total eligible expenditure	$<total eligible expenditure>
Grant percentage	Up to <project grant percentage> per cent
Total/maximum grant	$<funding amount>(plus GST where applicable)
Agreement end date	<agreement end date>

Reporting table

Report type	Period start date	Period end date	Agreed evidence	Due date
<report type>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>
<report type>	<dd/mm/yyyy]	<dd/mm/yyyy>	<agreed evidence>	<report due date>

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Signatures

I agree to the terms and conditions outlined in this grant

Full legal name of the Grantee	<name of the grantee> ABN <ABN of the grantee>
Name of Authorised Representative	<name of person accepting on the portal>
Date	<date when grant agreement is accepted on the portal>

Name of Commonwealth Authorised Representative	<name of person executing>
Grant agreement effective date	<date when the grant agreement is executed>

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Attachment B - Letter of Agreement Terms and Conditions

1. Undertaking the Grant Activity

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

1.2 The Grantee must meet the eligibility requirements relating to the National Redress Scheme[1] set out under the relevant grant opportunity guidelines at all times during the term of this Agreement.

2. Acknowledgements

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

3. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

4.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

6. Repayment

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

7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for two years after completing the Grant Activity and to make them available to the Commonwealth on request.

8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

10. Confidentiality

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

11. Insurance

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

12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks. The Grantee must ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes these same obligations on the subcontractor and requires the subcontractor to include these obligations in any secondary subcontracts.

13. Dispute resolution

13.1 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.

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

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

[1] The National Redress Scheme can be found at https://www.nationalredress.gov.au

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14. 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.

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

15. General provisions

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

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

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

15.4 This agreement is governed by the law of the Australian Capital Territory.

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Attachment C – Reporting requirements

Appendix 1

<grant opportunity name> - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the business.gov.au portal. You can enter the required information in stages and submit when it is complete.

If your project is not complete, please stop completing this report and email us at SCP10contracts@industry.gov.au outlining the reasons why your project is not completed

Project outcomes

a. Did you complete all project activities in line with your grant agreement?

   i. If no, explain why

b. Select which outcome your project primarily achieved:

   - ☐ Encourage and support participation in local projects
   - ☐ Improve local community participation
   - ☐ Contribute to vibrant and viable communities

   If no, explain why your project did not achieve these outcomes (free text box for further information)

Project benefits

a. On average, how many people are expected to utilise the upgraded facilities/equipment purchased through your project per year?

b. How long is the project expected to benefit the community, and what positive impacts is it already having?

c. Is there any other information you wish to provide about your project, for example, lessons learnt and/or unexpected outcomes? *Yes or No*

   i. *If yes, provide details*

Project expenditure

a. What was the total grant amount you spent?

b. Have you spent the entire grant amount to undertake your approved project? *Yes or No*

   If No, provide details

c. Were all grant funds spent during the approved project period in your grant agreement?

d. If you are a local governing body, have you spent the total financial co-contribution required (matched funding) to undertake the approved project? *Yes, No or Not Applicable*

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e. Please outline the goods and services that were purchased with your grant funding.

Attachments

a. Attach photographs of the goods and services purchased with your grant funds to demonstrate you have completed the approved project activities as outlined in your grant agreement. If photos cannot evidence your completed project activities as specified in your grant agreement, please provide invoices/receipts.

Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

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