



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: 13 28 46

e: <program mailbox address>

w: business.gov.au

abn: 74 599 608 295

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

## Letter of Agreement

The <name of school> (Applicant) application was successful and I am writing to offer you a <grant opportunity name> grant.

[NSW Schools]

As the Applicant (your school) is not a legal entity, it is not able to enter into a grant agreement (Agreement) with, and receive funds directly from, the Commonwealth in its own name. The correct legal entity for the school is The State of NSW by its Department of Education through its <name of school>. We understand that the principal of <name of school>, has delegation to sign on behalf of the Department of Education to undertake obligations for the purposes of this Agreement and is authorised to sign the Agreement. Funds will be paid to NSW Government Schools ABN 18 246 198 266.

[SA Schools]

As the Applicant (your school) is not a legal entity, it is not able to sign a grant agreement (Agreement) with, and receive funds directly from, the Commonwealth in its own name. The correct legal entity for the school is The Minister for Education (Grantee) through its <name of school>. We understand that the principal of <name of school>, has delegation to sign on behalf of the Department of Education to undertake obligations for the purposes of this Agreement and is authorised to sign the Agreement. Funds will be paid to Department of Education ABN 60 168 401 578.

[TAS Schools]

As the Applicant (your school) is not a legal entity, it is not able to sign a grant agreement (Agreement) with, and receive funds directly from, the Commonwealth in its own name. The correct legal entity for the school is Tasmanian Department of Education through its <name of school>. We understand that the principal of <name of school>, has delegation to sign on behalf of Tasmanian Department of Education to undertake obligations for the purposes of this Agreement and is authorised to sign the Agreement. Funds will be paid to Tasmanian Department of Education ABN 26 237 631 294.

[WA Schools]

In the jurisdiction of Western Australia, the Applicant is not able to sign a grant agreement (Agreement) with, and receive funds directly from, the Commonwealth. To resolve this, the Western Australian Department of Education has agreed that the schools can apply for a Grant on behalf of the Western Australian Department of Education, and the Western Australian Department of Education will enter into an Agreement with the Commonwealth.

Under this Agreement, Western Australian Department of Education, is the 'Grantee' (**you**).

We understand that the Applicant may be acting on your behalf to undertake your obligations for the purposes of this Agreement.]

## **The Agreement**

[NSW Schools]

This letter is an offer to enter into a binding grant agreement (Agreement) between The State of NSW by its Department of Education (Grantee) through its <name of school> (Applicant) and the Commonwealth of Australia as represented by the Department of Industry, Science and Resources (Commonwealth/we).

[SA Schools]

This letter is an offer to enter into a binding grant agreement (Agreement) between The Minister for Education (Grantee) through its <name of school> (Applicant) and the Commonwealth of Australia as represented by the Department of Industry, Science and Resources (Commonwealth/we).

[TAS Schools]

This letter is an offer to enter into a binding grant agreement (Agreement) between Tasmanian Department of Education (Grantee) through its <name of school> (Applicant) and the Commonwealth of Australia as represented by the Department of Industry, Science and Resources (Commonwealth/we).

[WA Schools]

This letter is an offer to enter into a binding grant agreement (Agreement) between Western Australian Department of Education (Grantee) through its <name of school> (Applicant) and the Commonwealth of Australia as represented by the Department of Industry, Science and Resources (Commonwealth/we).

[NSW, SA, TAS and WA Schools]

In undertaking this Agreement the Grantee will ensure that, as necessary, the Applicant will undertake the Grantee's obligations under this Agreement including those obligations prescribed in the Grant terms and conditions (attachment B).

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**

To accept this offer, a representative authorised to enter into an agreement on behalf of your organisation must accept the grant Agreement on the portal. Accepting the Agreement on 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.

#### [NSW Schools]

The State of NSW Department of Education must distribute the grant amount to the Applicant school set out in attachment A. You must ensure that the project is undertaken in line with this Agreement and that the Grant is only spent on eligible activities to undertake the project as outlined in the grant opportunity guidelines.

#### [SA Schools]

The Department for Education must distribute the grant amount to the Applicant school set out in attachment A. You must ensure that the project is undertaken in line with this Agreement and that the Grant is only spent on eligible activities to undertake the project as outlined in the grant opportunity guidelines.

#### [TAS Schools]

The Tasmanian Department of Education must distribute the grant amount to the Applicant school set out in attachment A. You must ensure that the project is undertaken in line with this Agreement and that the Grant is only spent on eligible activities to undertake the project as outlined in the grant opportunity guidelines.

#### [WA Schools]

The Western Australian Department of Education must distribute the grant amount to the Applicant school set out in attachment A. You must ensure that the project is undertaken in line with this Agreement and that the Grant is only spent on eligible activities to undertake the project as outlined in the grant opportunity guidelines.

#### [NSW, SA, TAS and WA Schools]

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 the Applicant spends 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 are responsible for ensuring the Applicant submits 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.

You must ensure that anyone who has direct, unsupervised contact with children as part of the 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 the 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 the 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.

### **What we will do**

After you have accepted the Agreement on 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 on the portal.

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

<issuing 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.*

## 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)
Capped amount in financial year <yyyy-yy 1>	\$(amount year 1) (plus GST where applicable)
Capped amount in financial year <yyyy-yy 2>	\$(amount year 2) (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>

## 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>

## 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](#)<sup>1</sup> 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.

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<sup>1</sup> The National Redress Scheme can be found at <https://www.nationalredress.gov.au>

#### **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.

Sample

## Attachment C – Reporting requirements

### Appendix 1

<grant opportunity name>

#### Project outcomes

1. Outline the project outcomes achieved by the project end date. Please include details on the activities the students participated in, STEM skills they learned and whether or not those students have gone on to further education in STEM (if known).

#### Supported Students

**Please provide the following information about the students supported by the grant.**

1. Number of students who attended that were supported by the grant:

2. Did the students you identified in your application form attend?

Yes

No

If no, explain why

3. Number of students who fell into each of the following age groups (at the time of the grant application):

6 -10 years:

11 -12 years:

13 -14 years:

15 -16 years:

17<18 years:

4. Number of students who live in each of the following states/territories:

ACT:

NSW:

NT:

QLD:

SA:

TAS:

VIC:

WA:

5. Number of students who attend each of the following school categories:

### **School sector**

Government:

Non-government independent:

Non-government Catholic:

Non-government other:                      Please specify sector:

### **School type**

Primary:

Secondary:

Primary and secondary combined:

### **Additional information**

All boys/men:

All girls/women:

Co-educational:

Selective:

6. Number of students who are:

Boys/men:

Girls/women:

Non-binary:

Identified as a different term

7. Number of students who identify as Aboriginal and/or Torres Strait Islander students:

8. Number of students who speak a language other than English at home:

### **Total eligible project expenditure**

1. Indicate the total eligible project expenditure incurred for each eligible expenditure category below. These categories align with the budget you provided in your application.

All expenditure should be GST inclusive, less GST credits you can claim. We may ask you to provide evidence of costs incurred.

Refer to 5.2 of the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- reasonable domestic and international travel expenses (including accommodation, meals, airfares and ground transport) using economy class (except in extraordinary circumstances) for the student or group of students attending the event, activity or competition and, where needed, a chaperone
- the cost of registration or tickets for the event, activity or competition
- the cost of materials necessary to participate in competitions (such as equipment required for the competition or team uniforms).

2. Provide any comments you may have to clarify any figures.

3. Was the expenditure incurred in accordance with the activity budget in the grant agreement?

If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress or successful completion of your project.
- b. Attach any photos of the event that could be used in promotion of the program. By attaching the photo you are confirming that you have obtained relevant permissions.

## 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 activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- 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.