

<INSERT COMMONWEALTH ENTITY LOGO>

[Addressee]

[Commonwealth entity]

[Address]

[Date]

Dear [Name]

Letter of Agreement

I am writing to offer you, [insert full name of grant recipient and ABN (if applicable)], an Australian Government grant under the [insert grant opportunity name]. The offer is for a grant of \$X [insert grant amount] total, including \$X [insert GST amount] GST, (the 'Grant') to undertake the Grant Activity as set out in the attached Grant Schedule.

To accept this offer and enter into an agreement with the Commonwealth, represented by [insert full name of Commonwealth entity and ABN] in relation to the Grant, please sign the attached Grant Schedule and send or email a scanned copy to the address below by [insert date], otherwise this offer will lapse.

Provided the signed copy of the Grant Schedule is received by the Commonwealth by this date, this letter and the Grant Schedule and the Commonwealth Letter of Agreement Conditions (if applicable) will form a legally enforceable agreement in relation to the Grant.

Please send or email a scanned copy of the signed and completed Grant Schedule to:

[Insert position and name of the Commonwealth entity's representative]

[Insert Commonwealth entity name]

[Insert postal address or email]

If you have any questions about this offer, please contact [Name, phone number, email].

Yours sincerely

[Signature block]

[Date]

Option A –Letter of Agreement Conditions not to be attached

Grant Schedule

Grant

The amount of the Grant is \$X [insert grant amount] total, including \$X [insert GST amount] GST. [Where appropriate, include details of timing for payments, linking to relevant parts of the Grant Activity].

Where the Commonwealth will issue a Recipient Created Tax Invoice to the Grantee, insert the following provision (in which case the Commonwealth would not request a tax invoice from the Grantee under clause 4.2 of the Commonwealth Letter of Agreement Conditions).

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.

Where no GST is payable include the following text depending on the circumstances. Be sure to check with your CFO or Legal Services Branch before including these words or if there is any suggestion from a Grantee that GST does not or should not apply.

The parties acknowledge that [in accordance with section 9-17 of the *A New Tax System (Goods and Services Tax) Act 1999*, no GST is payable in relation to this Grant] OR [the Grantee is not and is not required to be registered for the purposes of GST in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*].

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the following bank account:

Account Name: _____

Account Number: _____

BSB Number: _____

Bank Name: _____

Grant Activity

[Insert a full description of the Grant Activity including the intended outcomes. Be sure to include any timeframes for the Grant Activity, such as start and end dates, and any reporting requirements. If relevant, include the form of any acknowledgement you want the Grantee to use].

Other conditions

[Example grant conditions. Delete/alter as required].

Spending the Grant

Within [XX] days of completing the above Grant Activity, the Grantee must provide the [insert name of the Commonwealth entity] with:

- a signed statement verifying that any money received from the [insert full name of the Commonwealth entity] has been spent in accordance with this letter; and/or
- receipt/s demonstrating that any money received from the [insert full name of the Commonwealth entity] has been spent in accordance with this letter; and/or
- repayment of any grant amount that has not been spent in accordance with this letter, or is additional to requirements, unless agreed otherwise in writing by the [insert full name of the Commonwealth entity].

Governing Law

This Agreement is governed by the law of [insert jurisdiction].

Record Keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for a period of [[[insert] months] OR [[insert] years]] after completing the Grant Activity and to make them available to the Commonwealth on request.

Option B –Letter of Agreement Conditions to be attached

Grant Schedule

Grant

The amount of the Grant is \$X [insert grant amount] total, including \$X [insert GST amount] GST. [Where appropriate, include details of timing for payments, linking to relevant parts of the Grant Activity]

Where the Commonwealth will issue a Recipient Created Tax Invoice to the Grantee, insert the following provision (in which case the Commonwealth would not request a tax invoice from the Grantee under clause 4.2 of the Commonwealth Letter of Agreement Conditions).

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.

Where no GST is payable include the following text depending on the circumstances. Be sure to check with your CFO or Legal Services Branch before including these words or if there is any suggestion from a Grantee that GST does not or should not apply.

The parties acknowledge that [in accordance with section 9-17 of the A New Tax System (Goods and Services Tax) Act 1999, no GST is payable in relation to this Grant] OR [the Grantee is not and is not required to be registered for the purposes of GST in accordance with the A New Tax System (Goods and Services Tax) Act 1999.]

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the following bank account:

Account Name: _____

Account Number: _____

BSB Number: _____

Bank Name: _____

The Grant must be 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)]/ law of [insert jurisdiction].

Grant Activity

[Insert a full description of the Grant Activity including the intended outcomes. Be sure to include any timeframes for the Grant Activity, such as start and end dates, and any Grant Activity milestones and reporting requirements. Include details of any specific requirements relevant to the Grant Activity, such as qualifications for personnel, specific reporting, documentation or record keeping etc. If relevant, include the form of any acknowledgement you want the Grantee to use].

The Agreement will end once the Commonwealth accepts a signed statement from the Grantee that meets the requirements of clause 5 of the Commonwealth Letter of Agreement Conditions.

Governing law

This Agreement is governed by the law of [insert jurisdiction].

Record Keeping

The Grantee agrees to maintain records under clause 7 of the Commonwealth Letter of Agreement Conditions for [[insert] months] OR [[insert] years] after completing the Grant Activity.

Commonwealth Letter of Agreement 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 (www.nationalredress.gov.au) 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.

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 the period specified in the Grant Schedule 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.

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.

Signatures

Executed as an agreement:

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

[Insert full name of recipient and ABN (if applicable)] (the 'Grantee') agrees to use the Grant to undertake the Grant Activity in accordance with this letter and the Grant Schedule and the enclosed Commonwealth Letter of Agreement Conditions, which together form the Agreement between the Grantee and the Commonwealth in relation to the Grant.

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]

Full legal name of Grantee:	[insert registered name of company and any ABN, ACN or ARBN followed by any business name under which the company trades]
Director's Name: (print) Signature and date:	
Director/Company Secretary Name: (print) Signature and date:	

[OR]

[If Grantee is an Incorporated Association]

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

[OR]

[If Grantee is a Partnership]

Full legal name of the Grantee:	<i>[insert name of partnership and any ABN]</i>
Partner's Name: (print) Signature and date:	 ----- -----
Partner's/Witness Name: (print) Signature and date:	 ----- -----

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by <i>[insert Australian Government entity]</i>	
Name: (print) Position: (print) Signature and date:	 ----- ----- -----
Witness Name: (print) Signature and date:	 ----- -----