



Quick start user guide – Commonwealth whole-of-government Letter of Agreement

- 1) This quick start user guide is designed to assist you to use the Letter of Agreement Template.
- 2) Questions relating to the user guide or the Letter of Agreement can be sent via email to grants@finance.gov.au.

Letter of Agreement Template

- 3) The Template for the Letter of Agreement is designed to be used for very low-risk grants across the Australian Government. To ensure consistency of drafting and use across the Commonwealth, the Template has been drafted so that only certain sections can be amended. Therefore, you should only add content in sections where the template indicates you can.
- 4) You should not re-order or delete any sections of the template, except where indicated. If you consider that other amendments need to be made for a particular grant, you should consider whether the Letter of Agreement Template is appropriate.

How the Letter of Agreement Template works

- 5) Where an Agreement is created using the template it must have two parts: the Covering Letter and the Schedule.
- 6) The **Covering Letter** describes:
 - a) the details of the Parties;
 - b) the Parties' contact details;
 - c) the name of the Grant opportunity; and
 - d) the total amount of the Grant.
- 7) The **Schedule** specifies:
 - a) the purpose of the Grant;
 - b) the details of the Grant Activity to be undertaken;
 - c) the Grant payments to be made;
 - d) the banking details of the Grantee;
 - e) where appropriate, that the Commonwealth Letter of Agreement Conditions apply to the Agreement; and
 - f) the signatures page where the Commonwealth and the Grantee execute the Agreement.
- 8) Once the template has been completed and signed by both Parties, the Letter and the Schedule together form the Agreement between the Commonwealth and the Grantee.
- 9) An example of a completed Agreement is at **Attachment A** of this guide.

Attachment A – Example Letter of Agreement

Department of Finance
One Canberra Avenue
FORREST ACT 2603

Sarah Surf
123 Canberra Street
CANBERRA ACT 2600

Dear Ms Surf

Letter of Agreement

I am writing to offer you, Sarah Surf (ABN 79 123 456 789), an Australian Government grant under the Helping Individuals Understand the Financial Framework course. The offer is for a grant of **\$5,500** (five thousand five hundred dollars) total, including \$500 (five hundred dollars) 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 the Department of Finance (ABN 61970 632 495) in relation to the Grant, please sign the attached Grant Schedule and send or email a scanned copy to the address below by 1 January 2019, 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 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:

Betty Beach, Senior Policy Officer
Financial Framework Grants Program
Department of Finance
grants@finance.gov.au or One Canberra Avenue, Forrest, 2603

If you have any questions about this offer, please contact Betty Beach, 02 6215 1234, betty.beach@finance.gov.au.

Yours sincerely

Samuel Sand
Branch Manager
Financial Framework Grants Program

XX December 2018

Grant Schedule

Grant

The amount of the Grant is **\$5,500** (five thousand five hundred dollars) total, including \$500 (five hundred dollars) GST. The payments of the Grant will be made as follows:

\$2,750	On acceptance of the Grant
\$2,750	On completion of the Grant, including submission of the Certificate of Completion and the signed Financial Statement.

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.

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

Account Name: Sarah Surf
Account Number: 12 123 123
BSB Number: 012 345
Bank Name: Bank of Canberra

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).

Grant Activity

The purpose of the Grant is to promote Understanding of the Commonwealth's Financial Framework. The Grant is being provided as part of the Helping Individuals Understand the Financial Framework Course.

Attend a session of the Understanding the Commonwealth's Financial Framework.

Other conditions

(Option A – the Letter of Agreement Conditions are not to be attached and other conditions, such as the following, are optional. Delete/ insert as required)

Spending the Grant

Within **14** days of completing the above Grant Activity, the Grantee must provide the Department of Finance with:

- copy of certificate of completion for attendance at the Helping Individuals Understand the Financial Framework course.
- a signed financial statement verifying that any money received from the Department of Finance has been spent in accordance with this Letter.
- receipt/s demonstrating that any money received from the Department of Finance has been spent in accordance with this Letter; and
- 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 Department of Finance.

Governing Law

This Agreement is governed by the law of the Australian Capital Territory

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 one year after completing the Grant Activity and to make them available to the Commonwealth on request.

Or (if applicable)

(Option B – the Letter of Agreement Conditions are to be attached)

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*. (Attached)

Governing Law

This Agreement is governed by the law of the Australian Capital Territory

Record Keeping

The Grantee agrees to maintain records under clause 7 of the Commonwealth Letter of Agreement Conditions for one year 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, 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:

Sarah Surf (ABN 79 123 456 789) (the 'Grantee') agrees to use the Grant to undertake the Grant Activity in accordance with the Letter, this 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:	
Signatory Name: (print) Signature and date:	Sarah Surf (ABN 79 123 456 789) <i>Sarah Surf</i> XX December 2018
Witness Name: (print) Signature and date:	Frederick Fish <i>Frederick Fish</i> XX December 2018

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Finance	
Name: (print) Position: (print) Signature and date:	Betty Beach Senior Policy Officer <i>Betty Beach</i> XX December 2018
Witness Name: (print) Signature and date:	Charlie Crab <i>Charlie Crabb</i> XX December 2018