



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

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

Letter of Agreement

The <organisation name> 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 Climate Change, Energy, the Environment and Water

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 an authorised signatory 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 including meeting the milestones set out in the milestone table of the grant schedule (attachment A) by the due dates. 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.

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.

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.

We may notify you of issues or concerns with the project and withhold the grant if we consider that you are unable to undertake the project in accordance with this Agreement. We will pay the grant once you have corrected the issues raised in the notice.

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>

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>

[Milestone table]

Milestone number	Milestone name and description	Due date
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>

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>

Sample

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](#)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. Appropriately qualified personnel

The Grantee must ensure that appropriately qualified personnel are engaged to undertake agreed activities where applicable.

13. 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.

14. Dispute resolution

14.1 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.

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

14.3 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>

15. 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.

16. General provisions

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

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

16.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping) 9 (Grant Activity material), and 17 (Assets) survive the expiry or termination of this Agreement.

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

17. Assets

17.1 In this clause 17 Asset means any item of property or equipment purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding intellectual property rights.

17.2 In this clause 17 Dispose means to sell, mortgage or encumber, lease or sublease, assign or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts.

17.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any Asset acquired with the Grant.

17.4 Unless otherwise agreed in writing by the Commonwealth, the Grantee must:

- a. use the Asset to achieve the project outcome described in the Grant Schedule; and
- b. not Dispose of the Asset for the duration of the Grant Activity plus at least two years from the completion of the Grant Activity.

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](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. If your project included an equipment upgrade or component replacement (including the implementation of energy monitoring activities as listed in Appendix B of the program guidelines), please outline the type of upgrade/replacement, and expected energy and cost savings.
- Outline the type of upgrade/replacement.
 - To what extent do you expect the upgrade to reduce your businesses energy use?
Grantee options in dropdown box: Not at all / marginally / moderately / considerably / not applicable / unsure
 - How much energy do you expect to save from this upgrade on average per year?
For example, gas - MJ/year or electricity - kWh/year.
 - How much do you expect to save on your energy bill on average per year because of this upgrade? \$AUD on average per year.
 - If possible, are you able to provide any estimates of the reduction in greenhouse emissions you expect this project to lead to?
 - Approximately how old was the equipment that you modified or replaced through this project?

Free text question: Please provide a brief explanation for your calculations.

d. If your project included an energy audit, outline the top three measures recommended, the expected energy savings, and whether and when you are likely to implement these measures.

i. Briefly describe the recommended measures.

For example, connect the indoor lights to the security alarm so that the lights are turned off when the alarm is armed.

ii. How likely and when are you likely to implement these measures?

Grantee options in dropdown box: Not likely to implement/Likely to within next 12 months/Likely to implement within next 2 years/Likely to implement within next 5 years

iii. How much energy do you expect to save on average per year if you were to implement these measures?

For example gas – MJ/year, or electricity - kWh/year.

iv. How much do you expect to save on your energy bill on average per year, if you were to implement these measures?

For example \$AUD on average per year.

Project outcomes

a. Outline the project outcomes achieved by the project end date.

b. Do the achieved project outcomes align with those specified in the grant agreement?

If no, explain why.

c. To what extent (if at all) has your project:

1. improved your organisation's monitoring of its energy use?

- Not at all/marginally/moderately/considerably/not applicable
- Please describe how your organisation's monitoring of its energy use has changed as a result of this project.

2. increased your organisation's awareness of opportunities to reduce energy use and increase energy efficiency?

- Not at all/marginally/moderately/considerably/not applicable
- Please describe what knowledge your organisation has gained as a result of this project.

3. improved your organisation's energy management practices?

- Not at all/marginally/moderately/considerably/not applicable
- Please describe how your organisation's energy management practices have changed as a result of this project.

4. provided your organisation with financial benefits other than through any energy bill savings (e.g. increased productivity, lower maintenance costs, using the output of existing onsite generation equipment etc.)

- Not at all/marginally/moderately/considerably/not applicable
 - Please indicate the type of financial gain.
- d. Are you planning to do any follow-up projects that could lead to further energy savings?
- e. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
- If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?
If yes, explain why.
- e. Is there any other information you wish to provide about your project?
If yes, provide details.

Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.
- c. 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.

Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year.

These fields are mandatory and entering \$0 is acceptable if applicable.
- Financial year completed
 - Sales revenue (turnover)
 - Export revenue

- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

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.