



Infrastructure Projects Stream Sample Grant Agreement

This is an example grant agreement intended for use with the Building Better Regions Fund. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

The table below gives you an indication of the grant agreement that is likely to apply to your project based on the total eligible project cost.

Total Eligible Project Costs	Infrastructure Projects Stream
Local governing body: Up to \$1,500,000 Not for profit organisation: Up to \$1,000,000	BBRF Infrastructure Projects Stream Sample Grant agreement – Small to Medium projects
Local governing body: > \$1,500,000 Not for profit organisation: > \$1,000,000	BBRF Infrastructure Projects Stream Sample Grant agreement - Large projects



Australian Government

Department of Industry,
Innovation and Science

Department of Infrastructure
and Regional Development

Business

business.gov.au

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Commonwealth Standard Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

<Grantee>

NB: This is an example standard grant agreement intended for use with the Building Better Regions Fund. The Commonwealth reserves the option to amend or adjust the form of the grant agreement

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Grant Agreement <grant number>

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	<insert details>
Legal entity type (e.g. local governing body or not for profit organisation)	<insert details>
Trading or business name	<insert details>
Any relevant licence, registration or provider number	<insert details>
Australian Business Number (ABN) or other entity identifiers	<insert details>
Australian Company Number (ACN)	<insert details>
Trust Name and ABN (where applicable)	<insert details>
Registered for Goods and Services Tax (GST)?	<insert details>
Date from which GST registration was effective?	<insert details>
Registered office (physical/postal)	<insert details>
Relevant business place (if different)	<insert details>
Telephone	<insert details>
Email	<insert details>

The Commonwealth

The Commonwealth of Australia represented by the
 Department of Industry, Innovation and Science
 of 10 Binara Street CANBERRA ACT 2600
 ABN 74 599 608 295

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details [grant number]

A. Purpose of the Grant

The purpose of the Grant is to support projects which involve the construction of new infrastructure, or the upgrade or extension of existing infrastructure that provide economic and social benefits to regional and remote areas.

This Grant is being provided as part of the Building Better Regions Fund Infrastructure Projects Stream Round 3.

The Building Better Regions Fund program aims to:

- create jobs
- have a positive impact on economic activity, including Indigenous economic participation through employment and supplier-use outcomes
- enhance community facilities
- enhance leadership capacity
- encourage community cohesion and sense of identity.

B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

- Project scope and description, including key eligible activities
- Project outcomes>

The Project must be located in an eligible area. In undertaking the Activity, you must comply with the requirements of the Program Guidelines (as in force at the time of application).

To maintain the social, economic and project benefits, you are required to ensure the operation and maintenance of your project infrastructure continues in accordance with the timeframes below (Benefits Timeframe).

Total project cost	Number of years
< \$250,000	1 year
\$250,000 to \$1 million	3 years
> \$1 million	5 years
Projects exempt from the co-funding requirement	5 years

Your respective Benefits Timeframe will begin the day after your project end date. This Agreement will terminate on expiration of your Benefits Timeframe.

You must conduct an official opening of the completed Activity unless otherwise agreed by the Commonwealth. You must provide at least three options for dates for the official opening, or any other milestone events that you choose to conduct relating to the Activity or Project. You must provide these dates at least 56 days prior to the first proposed date for each event to be conducted.

The date of official openings or other official public functions must be agreed to by the Commonwealth. You must invite the Commonwealth's representative to officiate at any event held.

You must seek the Commonwealth Minister's prior agreement to invite any other Commonwealth or State elected official or other officials to attend a function. This invitation must be provided to the Commonwealth no later than 56 days before the date of the official opening or other official public function relating to the Activity or Project.

You must erect and maintain signage in relation to the Project in accordance with the Signage Guidelines (as advised by the Commonwealth). Signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding. You must include the Commonwealth logo in all signage, publications and promotional activities related to the Activity. You must not use the Commonwealth logo without the Commonwealth's approval and in accordance with the Commonwealth's print and signage guidelines.

You must provide drafts of all publicity, announcements and media releases relating to the Activity to the Commonwealth for approval with at least 10 business days' notice prior to release.

C. Duration of the Grant

The Activity starts on the date of execution of this agreement and ends <end date>, the Completion Date.

Activity Schedule

No.	Title and description	Due date
1	Project start date	<dd/mm/yyyy>
2	<title and description of milestone, include key activities and basis for determining that milestone has been achieved>	<dd/mm/yyyy>
3	<title and description of milestone, include key activities and basis for determining that milestone has been achieved>	<dd/mm/yyyy>
4	Project end date	<dd/mm/yyyy>

D. Payment of the Grant

The total amount of the Grant is up to [grant amount] (plus GST if applicable).

The Grant will be provided at up to [grant percentage] per cent of eligible project costs, as defined in the Program Guidelines, and subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid in accordance with clause ST2.

[Advance payments]

An initial payment will be made on execution of the Grant Agreement based on forecast eligible project costs for the first milestone. Subsequent payments will be paid in advance as agreed milestones are achieved, based on forecast eligible project costs and adjusted for unspent

amounts from previous payments. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

[Payments in arrears]

The Grant will be paid in arrears as agreed milestones are achieved, based on actual eligible project costs. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
<e.g. Progress>	<project start date>	<dd/mm/yyyy>	<agreed evidence>	<period end date + 28 days>
[e.g. Progress]	<dd/mm/yyyy>	<dd/mm/yyyy>	[agreed evidence]	<period end date + 28 days>
[e.g. Progress]	<dd/mm/yyyy>	<dd/mm/yyyy>	[agreed evidence]	<period end date + 28 days>
End of Project	<dd/mm/yyyy>	<project end date>	[agreed evidence]	[project end date + 28 days]
Independent audit report	[project start date]	[project end date]	Satisfactory report completed by independent auditor	[project end date + 28 days]

In your reports to the Commonwealth you will be required to report your progress against the expected project employment figures set out in the table below.

Expected project employment figures	Number
Full time equivalent employment (employees and independent contractors) generated during the project period	
Direct full time equivalent employment (employees and independent contractors) generated during the project period	
How many of the above are direct Indigenous full time equivalent employment (employees and independent contractors) generated during the project period	
Indirect full time equivalent employment (employees and independent contractors) generated during the project period	
How many of the above are indirect Indigenous full time equivalent employment (employees and independent contractors) generated during the project period	
Direct full time equivalent employment (employees and independent contractors) generated following the project period	
How many of the above are direct Indigenous full time equivalent employment (employees and independent contractors) generated following the project period	
Indirect full time equivalent employment (employees and independent contractors) generated following the project period	
How many of the above are indirect Indigenous full time equivalent employment (employees and independent contractors) generated following the project period	

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[insert details]
Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
E-mail	[insert details]

Commonwealth representative and address

Name of representative	[insert details of AusIndustry representative]
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Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
E-mail	[insert details]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Supplementary Terms

ST1. Other contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of Contribution	Cash contribution \$ (GST excl)	In-kind contribution \$ (GST excl)	Timing
Grantee	<i>[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</i>		<i>[\$[insert amount]]</i>	[dd/mm/yyyy]
[Name of partner]	<i>[insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc]</i>		<i>[\$[partner contribution]]</i>	[dd/mm/yyyy]
		\$	\$	
Total		\$	\$	

ST1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

ST2. Activity budget

ST2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the activity budget in the following table:

Eligible expenditure item	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Total \$
Purchase of materials	\$<amount>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
External labour hire	\$<amount>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
Plant and equipment hire	\$<amount>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>

Eligible expenditure item	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Estimated expenditure <yyyy/yy>	Total \$
External consulting costs directly related to the delivery of the construction	\$<amount>	\$<amount>	\$<amount>	\$<amount>	\$<total amount>
Total Project costs	\$<total cost>	\$<total cost>	\$<total cost>	\$<total cost>	\$<total cost>

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.2 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

Annual Capped Amounts

Financial year	Annual capped amount (GST excl)
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
<Insert financial year: yyyy-yy>	\$<amount>
Total	\$<total grant amount>

ST2.3 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.2.

ST2.4 In accordance with the activity budget under clause ST2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.7.

ST2.5 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the activity budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.6 The Grantee must give the Commonwealth by:

- (a) 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised activity budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.7 The Commonwealth may, at its discretion, approve or reject a revised activity budget provided under clause ST2.6 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.8 If a revised activity budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the activity budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

ST3. Intellectual property in Activity Material

Not applicable

ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 The Auditor-General and any information officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

ST5. Equipment and assets

ST5.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) [insert list of approved equipment and assets or enter Not applicable]

ST5.2 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant (**Asset**).

ST5.3 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.4 The Grantee agrees to maintain a register of all Assets purchased for \$10,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

ST6. Specified personnel

Not applicable

ST7. Relevant qualifications, checks, licences or skills

Not applicable

ST8. Commonwealth material

Not applicable

ST9. Jurisdiction

ST9.1 This Agreement is governed by the law of the Australian Capital Territory.

ST10. Grantee trustee of trust

ST10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

ST10.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

ST11. Fraud

ST11.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST11.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST11.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST11.6 This clause survives the termination or expiry of the Agreement.

ST12. Step-in rights

Not applicable

ST13. Grant administrator

Not applicable

ST14. Management Adviser

Not applicable

ST15. Indemnities

ST15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST15.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

ST16. Compliance with legislation

ST16.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

ST16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST16.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST16.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) The Building Code 2016¹ (Building Code), and
- (b) Australian Government Building and Construction WHS Accreditation Scheme² (WHS Scheme).

ST17. Work health and safety

ST17.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST17.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST17.1.

ST17.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

¹ The Building Code 2016 can be found at <https://www.abcc.gov.au/building-code/building-code-2016>

² The Australian Government Building and Construction WHS Accreditation Scheme can be found at <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditation/scheme/pages/theaccreditation/scheme>.

ST18. Transition

Not applicable

ST19. Corporate Governance

ST19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

ST20. Counterparts

ST20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice

given in accordance with this clause.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;

- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoices for any taxable supplies it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within four weeks after the Project End Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this agreement.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions]

separately within the Grantee's accounts and records so that at all times the Grant is identifiable;

- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

- 15.2 The Commonwealth may disclose the Grantee's confidential information where;
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
 - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
 - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any independent third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has

failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies
- (b) provided false or misleading statements in relation to the Grant; or

- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions); and
- any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Standard Grant Conditions** means this document.
- **Commonwealth Purposes** includes the following:
 - (a) the Commonwealth verifying and assessing funding proposals, including a grant application;
 - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;

(d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

(e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned on that money.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968* (Cth)).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Signatures

Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science

Name (print)	
Position (print)	
Signature	
Date	
Witness name (print)	
Signature	
Date	

Grantee

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

Signature	
Date	

[or]

Full legal name of the Grantee	[insert name of Local Governing Body and any ABN or other registration number]
Name (print)	
Position (print)	
Signature	
Date	
Witness name (print)	
Signature	
Date	

Schedule 2 Reporting templates

Appendix 1 – Building Better Regions Fund – Progress report

Email completed reports to bbfreports3@industry.gov.au.

Project number	[insert details]
Grantee name	[insert details]
Project title	[insert details]
Reporting period	[insert details]

1. Project progress

- a. In line with your agreement, complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

- b. Describe the eligible activities completed to date on the project, including the achievement of milestones and progress against the outcomes as detailed in your grant agreement. If applicable, comment on why the milestone has not been completed.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Is the project proceeding as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing and outcome. Comment on any anticipated issues that may impact on project timing, outcome and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

- f. Are there any upcoming/planned events relating to the Project that the Minister or their representative might be interested to attend?

Yes No

If Yes, please provide details of the event including date, time, purpose of the event, key stakeholders expected to attend.

Please note your BBRF Grant agreement requires that you must:

- provide at least three options for dates for milestone events that you choose to conduct;
- notify the Commonwealth at least 56 days prior to the first proposed date for each event to be conducted;
- invite the Commonwealth's representative to officiate at any event held; and
- seek Commonwealth approval of any signage, include plaques, prior to use. Signage must contain an acknowledgement of the Funding.

2. Project employment

- a. How many people have worked **directly** on the project during the reporting period? Please provide number for employees and independent contractors in full time equivalent (FTE).

- i. How many of these people are Indigenous (FTE)?

- b. How many people have worked **indirectly** on the project during the reporting period? Please provide number for employees and independent contractors in full time equivalent (FTE).

- i. How many of these people are Indigenous (FTE)?

3. Eligible costs incurred in this reporting period

a. In line with the Activity Budget in your agreement, complete the following table.

Eligible Expenditure Item	Total costs (GST excl)
Purchase of materials	\$
External labour hire	\$
Plant and equipment	\$
External consulting costs directly related to the Activity	\$
Total	\$

b. Are the costs incurred in the reporting period in accordance with the Activity Budget in your agreement? Yes No

If No, explain the reason for any underspend or overspend.

4. Project funding

a. Complete the following table for all cash contributions and in-kind support in your project in the reporting period. Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions. Insert rows as required.

Contributor	Cash Amount (GST excl)	Estimated In-kind Amount (GST excl)	Total (GST excl)
	\$	\$	\$
	\$	\$	\$
Total	\$	\$	\$

5. Bank account details

a. Have your bank account details changed, since your last payment?

Yes No

If yes, a customer service manager from AusIndustry will provide you with a form, to complete your new bank details.

6. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

2. the information in this report is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
3. the activities identified above are for the purposes stated in the grant agreement.
4. 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.
5. 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.

Signed Date

[Position/ title]

Appendix 2 – Building Better Regions Fund – End of project report

Email completed reports to bbfreports3@industry.gov.au.

Project number	[insert details]
Grantee name	[insert details]
Project title	[insert details]
Reporting period	[insert details]

1. Project progress since last reporting period

- a. In line with your agreement, complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual completion date	Milestone progress (% complete)

- b. Describe the eligible activities completed on the project, including the achievement of milestones and progress against the outcomes as detailed in your grant agreement. If applicable, comment on why any milestones have not been completed.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Did the project proceed as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing, outcomes and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

f. Are there any upcoming/planned events relating to the Project that the Minister or their representative might be interested to attend?

Yes No

If Yes, please provide details of the event including date, time, purpose of the event, key stakeholders expected to attend.

Please note your BBRF Grant agreement requires that you must:

- provide at least three options for dates for milestone events that you choose to conduct;
- notify the Commonwealth at least 56 days prior to the first proposed date for each event to be conducted;
- invite the Commonwealth's representative to officiate at any event held; and
- seek Commonwealth approval of any signage, include plaques, prior to use. Signage must contain an acknowledgement of the Funding.

2. Eligible costs incurred in this reporting period

a. In line with the Activity Budget in your agreement, complete the following table.

Eligible Expenditure Item	Total (GST excl)
Purchase of materials	\$
External labour hire	\$
Plant and equipment	\$
External consulting costs directly related to the Activity	\$
Total	\$

b. Are the costs incurred in the reporting period in accordance with the Activity Budget in your agreement? Yes No

If No, explain the reason for any underspend or overspend.

3. Project funding

a. Complete the following table for all cash contributions and in-kind support in your project in the reporting period. Include all investment except the BBRF grant. This includes any private

sector, other government, your own contributions or partner contributions. Insert rows as required.

Contributor	Cash Amount (GST excl)	Estimated In-kind Amount (GST excl)	Total (GST excl)
	\$	\$	\$
	\$	\$	\$
Total	\$	\$	\$

4. Project activities and outcomes

a. Provide a brief outline of all project activities.

b. Provide a brief outline of achieved project outcomes.

c. Were all the milestones specified in the grant agreement completed?

Yes No

If no, explain why.

d. Please attach any reports, publications, photos or material that resulted from the project.

e. How much cash was invested in your project in total? Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions.

f. Estimate the in-kind support you received for the project in total.

5. Project employment

a. How many people have worked **directly** on the project **during the project period**? Please provide number for employees and independent contractors in full time equivalent (FTE).

i. How many of these people are Indigenous (FTE)?

b. How many people do you estimate have been employed **indirectly** as a result of the project **during the project period**? Please provide number for employees and independent contractors in full time equivalent (FTE).

i. How many of these people are Indigenous (FTE)?

c. What is the total **direct** long term employment you expect to be generated now the **project has been completed** (employees and independent contractors)? Please give your answer in full time equivalent (FTE).

i. How many of these employees do you anticipate will be Indigenous (FTE)?

d. What is the total **indirect** long term employment you expect to be generated now the **project has been completed** (employees and independent contractors)? Please give your answer in full time equivalent (FTE).

i. How many of these employees do you anticipate will be Indigenous (FTE)?

6. Benefits

a. In line with the Benefits Timeframe in Section A of your agreement, provide information to demonstrate how you will operate and maintain your project infrastructure and deliver project benefits into the future?

7. Bank account details

a. Have your bank account details changed, since your last payment?

Yes No

If yes, a customer service manager from AusIndustry will provide you with a form, to complete your new bank details.

8. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- 6. the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- 7. the grant was spent in accordance with the grant agreement
- 8. I will operate and maintain the project infrastructure to deliver project benefits as outlined in the application for the operational period
- 9. 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
- 10. 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.

Signed Date

[Position/ title]

Appendix 3 – Building Better Regions Fund – Audit report

Email completed reports to bbfreports3@industry.gov.au.

For projects with total project costs over \$1 million you must provide an independently audited report. A template will be provided.