



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>

Level 13, 26 Franklin Street
ADELAIDE SA 5000
PO Box 9839
ADELAIDE SA 5001
p: 13 28 46
e: CDIC@industry.gov.au
w: www.business.gov.au
ABN: 74 599 608 295

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

Your application has been successful

As outlined in your application under the <program name> and program guidelines, on receipt of this letter you are a party to a grant agreement (Agreement). You must contact us immediately if your circumstances have changed and you are no longer able to carry out your project.

The Agreement

This Agreement is a binding agreement between <organisation name> ABN <organisation ABN> (Grantee /you) and the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science (Commonwealth /we).

The Agreement includes:

- this letter
- the Grant schedule (attachment A)
- the Grant terms and conditions (attachment B)
- your application
- the program 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

You must undertake the project in line with this Agreement.

You must provide a final report, including a statement that you spent the Grant in accordance with this Agreement, by the due date. You can find a sample report template at Attachment C. We will also send you the report template to complete after you finish your project.

What we will do

Within 28 days of receipt of a satisfactory final project report, we will pay the Grant amount specified for reimbursement in that report into the bank account you nominated in your application. The Grant amount specified in a satisfactory final project report may not exceed the Maximum Grant amount specified in attachment A.

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 please call me on <phone number>.

Yours sincerely

<signature block 1>
<signature block 2>
<signature block 3>
<date>

SAMPLE

Attachment A – Grant schedule

Program	<program name>
Grantee	<organisation name>
Grantee ABN	<organisation ABN>
Project	<project name>
Project number	<project number>
Project description	<project activities> <project outcome>
Project start date	<project start date>
Project end date	<project end date>
Total eligible expenditure	\$<total eligible expenditure>
Grant ratio	Up to <grant ratio>
Total/Maximum grant (GST excl)	\$<funding amount>(plus GST as applicable)
Paid in financial year <yyyy-yy 1>	\$<amount year 1> (plus GST as applicable)
Final report due date	<project end date + 30 days>
Total/Maximum grant (GST incl)	\$<funding amount>(GST inc)

Attachment B Grant Terms and Conditions

1. Notices

The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Project or otherwise required under this Agreement.

A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

2. Variation

Variations of this Agreement may only occur in writing and must be agreed by both Parties.

3. Payment of the Grant

The Grantee must ensure that the Grant is held in an account in the Grantee's name that is controlled by the Grantee.

4. Record keeping

The Grantee agrees to maintain records of how the Grant was used.

5. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

6. Termination for default

The Commonwealth may terminate this Agreement by notice if it reasonably believes the Grantee:

- a. has breached this Agreement
- b. has provided false or misleading statements in their application for the Grant
- c. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

7. Recipient Created Tax Invoice

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

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

The Parties acknowledge that they are registered for Goods and Services Tax (GST) and will notify the other Party if they cease to be registered for GST.

8. Access

The Grantee agrees to give the Commonwealth, the Auditor-General and any Information Officer under *the Australian Information Commissioner Act 2010 (Cth)*, or their authorised representatives, access to premises where the Project is performed. The Grantee also permits those persons to inspect and take copies of any Material relevant to the Project.

9. Applicable Laws

The Grantee agrees to comply with all applicable laws.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the

Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

11. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

12. Confidentiality

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

13. Indemnities

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

13.2 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.

14. Survival

Clauses 10, 11, 12, 13 and 0 continue to apply after termination, cancellation or expiry of this Agreement

15. Definitions

In this Agreement, unless otherwise stated:

- **Agreement** means the Letter, these Grant Terms and Conditions, the Grantee's application for funding and the relevant program guidelines.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, its officers, employees, contractors and agents.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant schedule.
- **Grantee** means the legal entity specified in the Grant schedule and includes, where relevant, its officers, employees, contractors and agents.
- **Grant schedule** means the section of the Letter titled 'Grant schedule'.
- **Grant Terms and Conditions** (Attachment A) means these terms and conditions.
- **Letter** means the letter notifying the Grantee that its application has been successful and funding has been offered, which forms part of this Agreement.
- **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.
- **Program** means the program described in the Grant schedule and described in the Grantee's application.



Attachment C

Centre for Defence Industry Capability - Final Report

Project number	
Grantee name	
Project title	
Grant amount	

1. Project activities and outcomes

a Briefly outline the project outcomes.

b Describe how the project has increased the capability of your business.

c Were all the project activities as specified in the grant agreement and consultant's quote completed?

Yes No

If no, explain why.

2. Certification

Please complete a separate certification for each consultant engaged to undertake the recommendations that have been implemented.

For the purposes of this certification:

Grantee means [Insert name and ABN of Grantee]

Consultant means [Insert name and ABN of consultant]

I [Insert name of authorised person making the declaration] being a person duly authorised by the Grantee hereby certify that:

1. The Consultant was engaged by the Grantee on or after the date the grant agreement was executed to deliver a Capability Improvement Grant project under the CDIC.
2. The service provided by the Consultant to the Grantee has concluded and was completed in accordance with the grant agreement.
3. The amount paid by the Grantee to the Consultant for the provision of the Capability Improvement Grant project was [Insert total \$ funding amount in Australian dollars gst excl]
4. I have attached the tax invoice provided to the Grantee by the Consultant for the provision of the Capability Improvement Grant project.
5. I have attached a receipt from the Consultant confirming that the amount referred to in 3 above has been paid in full by the Grantee; and
6. All the information I have provided to the Commonwealth (including the contents of this declaration) is complete, true and correct and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).

SignedDate

[Position/ title]

Please submit this report and signed declaration to AusIndustry along with;

- A copy of the tax invoice issued to you by the Consultant for the provision of services
- Proof the Consultant was paid. This could be a receipt issued to you by the Consultant or a bank statement.