



**Template Instructions:** Note that this agreement is considered to be executed when we receive the signed documents from the grantee. Please ensure that you retain evidence of the date received and record the appropriate date in SGMS.

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>

<department address 1>  
<department address 2>  
<department postal address 1>  
<department postal address 2>  
p: < state office phone number>  
e: <program mailbox address>  
w: business.gov.au  
abn: 74 599 608 295

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

## Your application has been successful

I am writing to offer you a Grant under the Incubator Support initiative.

### The grant 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, Innovation and Science (Commonwealth/we).

The Agreement includes:

- this letter
- the grant schedule (attachment A)
- the grant terms and conditions (attachment B)
- the reporting templates (attachment C)
- 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

To accept this offer and enter into this Agreement with the Commonwealth, complete the attached Accounts Payable - Supplier Details form and sign attachment A. Then send or email a scanned copy of this letter, the Supplier Details form, attachment A and attachment B to the address above by <insert date>, otherwise this offer will lapse. The Agreement takes effect from the date we receive your signed attachment A.

In addition to this, we will also require a copy of the contract you have executed with your nominated Expert(s), or other evidence to demonstrate your intentions of entering into a formal agreement with the Expert(s), within 14 days of accepting this offer. We may choose to withhold payment of your grant until this has been provided.

You must undertake the Project in line with this Agreement. You must only spend the Grant on the Project or on eligible activities to undertake the Project. [You must provide a progress report outlining progress and expenditure on the Project, by the due date. You can find a sample report at attachment C.]

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 provide a progress report if required, and a final report which includes a statement that you spent the Grant in accordance with this Agreement, by the due date. You can find sample report templates at attachment C. We will send you a report template to complete after you finish your Project.

If you make a public statement or publish any material about your Project you must acknowledge the grant by using the following: 'This project received grant funding from the Australian Government.' You must not use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

You must notify us about events relating to the Project and provide an opportunity for the Minister or their representative to attend.

#### **What the Commonwealth will do**

[For Expert in Residence grants under \$50,000 and less than six months]

We will pay the Grant into the bank account that you nominate in the Supplier Details form within 28 days of receiving your signed agreement documents.

[For all other grants]

We will make an initial payment into the bank account that you nominate in the Supplier Details form within 28 days of receiving your signed agreement documents.

We will pay your initial payment and subsequent payments up to six months in advance, based on your forecast eligible project expenditure, and adjusted for unspent amounts from previous payments, subject to available funds and satisfactory progress on the project. We will retain a minimum 10% of the total grant funding for the final payment when you submit a satisfactory final report demonstrating you have met end of project reporting obligations.

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 <CSM phone number>.

Yours sincerely

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

SAMPLE

## Attachment A - Grant schedule

**Template Instructions:**

Delete all rows that are not relevant to the project.

<b>Program</b>	Incubator Support – Expert in Residence
<b>Grantee</b>	<organisation name>
<b>Grantee ABN</b>	<organisation ABN>
<b>Project</b>	<project name>
<b>Project number</b>	<project number>
<b>Project description</b>	<project activities> <project outcome>
<b>Project start date</b>	<project start date>
<b>Project end date</b>	<project end date>
<b>Total eligible expenditure</b>	\$<total eligible expenditure>
<b>Total eligible in-kind contributions</b>	\$<total eligible in-kind contributions>
<b>Total eligible project value</b>	\$<total eligible project value>
<b>Grant percentage</b>	Up to <grant percentage>
<b>Total /maximum Grant</b>	\$<funding amount>(plus GST where applicable)
<b>Capped amount in financial year &lt;yyyy-yy 1&gt;</b>	\$<amount year 1> (plus GST where applicable)
<b>Capped amount in financial year &lt;yyyy-yy 2&gt;</b>	\$<amount year 2> (plus GST where applicable)
<b>Name of incoming expert</b>	<name of incoming expert 1>
<b>Name of incoming expert</b>	<name of incoming expert 2>
<b>Name of outgoing expert</b>	<name of outgoing expert >
<b>Name of host incubator</b>	<name of host incubator 1>
<b>Name of host incubator</b>	<name of host incubator 2>
<b>Name of host incubator</b>	<name of host incubator 3>
<b>Progress report due date</b>	< report due date>
<b>Final report due date</b>	<project end date + 60 days>
<b>Agreement end date</b>	<project end date + 160 days>

## Signatures

I agree to the terms and conditions outlined in this grant.

[If grantee is a company – make sure that ABN or ACN is included with organisation name]

<b>Full legal name of the Grantee</b>	<organisation> <ABN>
<b>Director's name</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Director/Company Secretary name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

[Or If grantee is an Incorporated Association – make sure ABN or other registration number is included with organisation name]

<b>Full legal name of the Grantee</b>	<organisation> <ABN>
<b>Public Officer's name</b> (print)	
<b>Signature</b>	
<b>Date</b>	
<b>Committee member/Secretary name</b> (print)	
<b>Signature</b>	
<b>Date</b>	

SAMPLE

## Attachment B Grant Terms and Conditions

### 1. 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.

### 2. Payment of the Grant

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

2.2 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.

2.3 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.

### 3. Spending the Grant

3.1 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.

### 4. Repayment

If any of the Grant 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.

### 5. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

### 6. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) 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.

### 7. 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.

### 8. 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.

### 9. Insurance

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

### 10. Indemnities

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

10.2 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.

### 11. 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.

### 12. Dispute resolution

12.1 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.

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

12.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

### 13. Termination for default

The Commonwealth may terminate this Agreement by notice if 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. will be unable to complete the Grant Activity; or
- d. 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.

### 14. General provisions

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

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

14.3 Clauses 3 (Spending of the Grant), 4 (Repayment), 5 (Record keeping), and 7 (Grant Activity material) survive the expiry or termination of this Agreement.

## Attachment C

**Template Instructions:** Insert the **final report template** here.

Confirm all details in the stand-alone A17.08 final report template created for your program.

Open the report document, select all (ctrl A) and then “copy” (ctrl C). Return to this document and below this box, “paste” (ctrl V).

You will need to ensure the numbering restarts with each new appendix.

Delete this instruction box.

For assistance contact the Business Grants Hub.

[A17.08 final report template]

SAMPLE