

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: industry.gov.au
abn: 74 599 608 295

NB: This is an example grant agreement intended for use with Sponsorship Grants for Student Science Engagement and International Competitions grant opportunity. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

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 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, Science, Energy and Resources (Commonwealth/we).

The Agreement includes:

- this letter
- the Grant schedule (attachment A)
- the Grant 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 14 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 a 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.

You must ensure that anyone who has direct, unsupervised contact with children as part of your project under this Agreement has undertaken and passed a working with children check, if required under relevant state or territory legislation. You are also responsible for assessing the suitability of the people you engage as part of your project to ensure children are kept safe.

You must provide us with a statement of compliance with working with children legislation if requested.

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 the bank within 20 days of acknowledging receipt of your acceptance of the Agreement on the portal.

Any questions?

If you have any questions please call <CSM name> on <CSM phone number>.

Yours sincerely

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

<date>

Attachment A

Grant schedule

Program	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
Grantee	<organisation name=""></organisation>
Grantee ABN	<organisation abn=""></organisation>
Project title	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
Project number	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
Project description	<agreed description="" project=""></agreed>
Project start date	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
Project end date	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
Total eligible expenditure	\$ <total eligible="" expenditure=""></total>
Total/maximum grant	\$ <funding amount="">(plus GST where applicable)</funding>
Capped amount in financial year <yyyy-yy 1=""></yyyy-yy>	\$ <amount 1="" year=""> (plus GST where applicable)</amount>
Capped amount in financial year <yyyy-yy 2=""></yyyy-yy>	\$ <amount 2="" year=""> (plus GST where applicable)</amount>
Agreement end date	<agreement date="" end=""></agreement>

Reporting table

Report type	Report due date
< End of Project>	<report date="" due=""></report>

Signatures

I agree to the terms and conditions outlined in this grant

Full legal name of the Grantee	<name grantee="" of="" the=""> ABN <abn grantee="" of="" the=""></abn></name>
Name of Authorised Representative	<system accepting="" generated="" name="" of="" on="" person="" portal="" the=""></system>
Date	<system above="" accepted="" date="" generated="" on="" person="" portal="" the="" when=""></system>

Grant agreement effective date	<system agreement="" crm="" date="" executed="" generated="" grant="" is="" on="" the="" when=""></system>
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Attachment B Grant Terms and Conditions

1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with 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.
- connection with the performance of 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

5.1 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.

6. 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.

7. 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.

8. 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.

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. 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.

13. Dispute resolution

- 13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.
- 13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

14. Termination for default

The Commonwealth may terminate this Agreement by notice 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
- has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

15. General provisions

- 15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.15.2 This Agreement may only be varied by the parties' signed written agreement.
- 15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

Attachment C

Reporting requirements

Sponsorship Grants for Student Science Engagement and International Competitions - 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 <u>portal</u>. You can enter the required information in stages and submit when it is complete.

Project outcomes

- a. Outline the project outcomes achieved by the project end date. Please include the activities the students participated in, skills they learned and any influential people they met.
- b. Which of the following best describes the type of event the student/s attended (please tick):

Domestic
☐ Educational camp
Conference
Competition
Fair, festival or exhibition
Other - Please specify
International
☐ Educational camp
Conference
Competition
Fair, festival or exhibition
Other - Please specify
c. Which field/s of STEM best describes the event's focus? (please tick all that apply):
Astronomy
Chemistry
Geology and earth science
Physics
Material Sciences and nanotechnology
Biology
Agricultural and environmental science
Technological and computer science
☐ Engineering
Mathematics
Medicine and health science

☐ Social sciences and humanities☐ Other - Please specify
d. Please indicate where the event took place (please tick):
State or territory
□ ACT □ NSW □ QLD □ SA □ TAS □ VIC □ WA □ NT Area □ Metropolitan
Regional
International
Asia - Please specify the country Europe - Please specify the country North America - Please specify the country South America - Please specify the country Africa - Please specify the country
e. Has your organisation participated in this event before? Yes No
Supported Students
Please provide the following information about the students supported by the grant.
Number of students who attended that were supported by the grant:
 2. Did the students you identified in your application form attend? Yes
3. Have these students participated in this event before?Yes

No L
4. Number of students who fell into each of the following age groups (at the time of the grant application):
6 -10 years:
11 -12 years:
13 -14 years:
15 -16 years:
17<18 years:
5. Number of students who attend each of the following school categories:
School sector
Government:
Non-government independent:
Non-government catholic:
Non-government other: Please specify sector:
School type
Primary:
Secondary:
Primary and secondary combined:
Additional information
All boys:
All girls:
Co-educational:
Selective:
6. Special Needs: Number of students who are:
Male:
Female:
Other:
7. Number of students who have Indigenous or Torres Strait Islander backgrounds:
7. Hamber of stadeline who have malgerious of Torres offait Islander backgrounds.
O. Niveshan of atvalents who analysis language other than English at he can

8. Number of students who speak a language other than English at home:

Total eligible project expenditure

a. Indicate the total eligible project expenditure incurred for each eligible expenditure item below. These categories align with the budget you provided in your application.

All expenditure should be GST inclusive, less GST credits you can claim. 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.

- Event Registration or Tickets
- Airfares
- Ground Transport
- Accommodation
- Meals
- Other costs
- Total project
- 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.

Project funding

a. Provide details of all cash contributions to your project. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

Attachments

- 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.
- c. Attach any photos of the event that could be used in promotion of the program. By attaching the photo you are confirming that you have obtained relevant permissions.

Certification

You must ensure an authorised person completes the report and can certify 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 activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- 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.