



**Australian Government**

# **Commonwealth Grant Agreement**

between the Commonwealth represented by

**Department of Industry, Innovation and Science**

and

**<Grantee>**

## Contents

Grant Agreement <grant number> .....	3
Parties to this Agreement .....	3
Background .....	3
Scope of this Agreement .....	4
Grant Details <grant number> .....	5
A. Purpose of the Grant .....	5
B. Activity .....	5
C. Duration of the Activity .....	8
D. Payment of the Grant .....	8
E. Reporting .....	9
F. Party representatives and address for notices .....	9
G. Supplementary Terms .....	10
Signatures .....	14
Commonwealth .....	14
Grantee .....	14
Schedule 1 Commonwealth General Grant Conditions .....	15
Schedule 2 Reporting requirements .....	17

## Grant Agreement <grant number>

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

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	<Entity name>
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	<ABR entity type>
Trading or business name	<common name>
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	<ABN>
Australian Company Number (ACN)	<ACN>
Registered for Goods and Services Tax (GST)?	<GST status + if statement>
Date from which GST registration was effective?	<GST registered date>
Registered office - physical	<address line> <city> <state> <postcode>
Registered office - postal	<address line> <city> <state> <postcode>
Relevant business place	<address line> <city> <state> <postcode>

#### 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 a Grant 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 General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

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 the 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 Grant is being provided as part of the <grant opportunity name>.

<Grant opportunity objectives>

<Grant opportunity outcomes>

### B. Activity

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

#### Project title

<project title>

#### Project scope and description

<detailed project description>

#### Project outcomes

<project outcomes>

In undertaking the Activity, the Grantee must comply with the requirements of the Grant Opportunity Guidelines (as in force from time-to-time). The Grantee must also comply with any relevant guidance material issued by the Department of Education, Skills and Employment.

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

#### Supervision

You must ensure that adequate and appropriate supervision is provided to all Participants.

**Participant** means a person who is registered on a jobactive, ParentsNext or Transition to Work provider's caseload, referred to participate in your Activity, or a Volunteer Unemployed Participant who has registered with you to participate on your Activity.

**Volunteer Unemployed Participant** means an unemployed person who is not registered with a jobactive, Transition to Work or ParentsNext employment services provider and is participating in a RET activity on a voluntary basis.

**Supervision** means the action or process of directly monitoring and managing Participants participating in Activities.

**Supervisor** means a person who has the responsibility for the Supervision of Participants engaged in your Activity.

All supervisors must:

- be fit and proper persons to be involved in the Activity
- have a high level of skill/knowledge, training and experience in:
  - the part of the project in which they are engaged, and
  - working with, training and supervising persons in such projects.

- have relevant work health and safety training
- have met relevant state or territory legislation obligations related to working with children and/or vulnerable people
- have checks as specified by any statutory requirements before being given responsibility for supervising Participants
- ensure that the Participants are undertaking work appropriate to their skills and knowledge and operating in a healthy and safe environment.

There must be continuous Supervision where contact with children, the elderly, or other people from vulnerable groups are involved.

You may receive Notice, on reasonable grounds, requiring you to remove, or arrange for the removal of, a Supervisor, from work on the Activity.

Where you receive Notice you must, at your own cost, promptly arrange for the removal of a Supervisor from work on the Activity and for their replacement with one or more Supervisors acceptable to us.

### **Volunteer Unemployed Participants**

Volunteer Unemployed Participants must complete a registration and privacy form, available at <https://www.business.gov.au/assistance/regional-employment-trials#key-documents>.

All registration and privacy forms must be completed and signed by the Volunteer Unemployed Participants, before the Volunteer Unemployed Participants can take part in any activity. This must be emailed to [RET@dese.gov.au](mailto:RET@dese.gov.au) within 48 hours of the Volunteer Unemployed Participant's commencement in the Activity.

You must have a Competent Person perform a Participant risk assessment for any Volunteer Unemployed Participants. This assessment should assess their personal circumstances (that is, working capabilities, any health or other personal issues and level of experience), taking into account the Activity risk assessment, before placing them onto the Activity.

A **Competent Person** is a person who has acquired through training, qualification or experience the knowledge and skills to carry out specific work health and safety tasks.

Where the Volunteer Unemployed Participant is considered unsuitable for the Activity, they should not be commenced.

You must retain records of each Participant risk assessment and any action taken and provide these records on request.

If the Activity involves close proximity with people who are elderly, disabled or otherwise vulnerable or children (excluding other Participants), before arranging for a Volunteer Unemployed Participant to be involved in the Activity, you must, unless notified otherwise, arrange and pay for all checks in relation to a Volunteer Unemployed Participant's involvement or placement as specified in any relevant legislation, and in particular, any Working with Children laws, in effect in the jurisdiction(s) in which the Activity is conducted.

You must not allow a Volunteer Unemployed Participant to be involved in an Activity:

- a) if any relevant legislation identifies that the Volunteer Unemployed Participant must not be allowed to be so involved or placed; or
- b) if:

- i. a relevant check shows that they have been convicted of a crime and a reasonable person would consider that the conviction means that the person would pose a risk to other persons involved in the Activity; or
  - ii. there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to other persons involved in the Activity;
- c) unless you have put in place reasonable measures to remove or substantially reduce that risk.

### **Reporting Attendance**

**Partnering Provider** means the provider identified in your application as your nominated Partnering Provider, in accordance with any guidance.

Where the Participant does not self-report using the Job Seeker App, you must record each Participant's attendance on your Activity.

This can be done through the Department of Education, Skills and Employment' Supervisor App, or through the submission of timesheets to the Partnering Provider, as soon as practicable, but no later than at the end of the relevant working week.

Where you use the Supervisor App, attendance hours of Volunteer Unemployed Participants must be recorded in a timesheet and you must send these to [RET@dese.gov.au](mailto:RET@dese.gov.au) at the end of the relevant working week.

You must retain records of timesheets and provide these records on request.

### **Activity risk assessment**

Prior to signing this Agreement, you must give the Partnering Provider all reasonable assistance in undertaking and updating an Activity risk assessment of the work environment with regard to the Activity.

By signing this agreement, you agree that the information contained in the risk assessment completed by the Partnering Provider for the Activity is true and correct.

### **Insurance**

For the purposes of clause 15 in Schedule 1, in addition to other required insurances, you must ensure that you have and maintain, as a minimum, public liability insurance, with a limit of indemnity of at least \$10 million in respect of each and every occurrence, that covers your liability and the liability of your officers, employees, representatives and agents (including to the Participant(s)) in respect of:

- (a) loss of or damage to any real or personal property (including the property of a Participant); and
- (b) the bodily injury, disease or illness (including mental illness) or death of any person (including a Participant),

arising out of, or in connection with, the performance of its funding agreement.

### **Reference material**

You must obtain a copy of and follow all instructions contained within the Regional Employment Trials Information for Grant Recipients.

## C. Duration of the Activity

The Activity starts on <project start date> and ends 160 days after the project end date (completion date).

### Activity Schedule

The project starts on <project start date> (project start date) and ends on <project end date> (project end date).

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

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

## D. Payment of the Grant

The total amount of the Grant is <grant amount> (plus GST if applicable).

The Grant will be provided at up to <grant percentage> per cent of Eligible Expenditure as defined in the Grant Opportunity Guidelines.

The Grant will be paid over the following financial years subject to sufficient Program funding being available. The Commonwealth is not obliged 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 as specified in this table.

Financial year	Annual capped amount (GST excl)
<financial year as yyyy/yy>	\$<amount>
<financial year as yyyy/yy>	\$<amount>
Total	\$<total grant amount>

[For projects up to six months long and with a grant up to \$50,000]

An initial payment will be made on execution of the grant agreement of 90% of the grant amount.

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

[For projects longer than six months or with a grant more than \$50,000]]

An initial payment will be made on execution of the Grant Agreement based on forecast eligible expenditure for the first six months. Subsequent payments will be paid six monthly in advance, based on forecast eligible expenditure 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 \$5,000 or 5 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.

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

The Grantee acknowledges that where it is registered for Goods and Services Tax (GST) it will notify the Commonwealth if it subsequently ceases to be registered for GST.

GST means a tax that is payable under GST law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## E. Reporting

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

Report type	Period start date	Period end date	Agreed evidence	Due date
<Progress>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>
<Progress with children obligations statement annual>	<dd/mm/yyyy>	<dd/mm/yyyy>	Annual statement of compliance with working with children obligations	<report due date>
<End of Project>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>

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	<primary contact name>
Position	<primary contact position>
Postal address	<postal address>
Physical address	<physical address>
Business hours telephone	<phone number>
Mobile	<mobile phone>
E-mail	<primary contact email address>

### Commonwealth representative and address

Name of representative	<CSM name>
------------------------	------------

Position	<CSM position>
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	<CSM physical address> If blank 10 Binara Street CANBERRA ACT 2600
Business hours telephone	<CSM phone>
E-mail	Regionalemploymenttrials@industry.gov.au

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.

## G. Supplementary Terms

### G1 Other Contributions

G1.1 Other Contributions means financial or in-kind contributions other than the Grant as set out below:

Contributor	Contribution (\$GST excl)	Due date
Grantee	\$<Grantee contribution>	<dd/mm/yyyy>
<Name of partner>	\$<Partner contribution>	<dd/mm/yyyy>
Total	\$<total other contributions>	

G1.2 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 18 of the General Grant Conditions.

### G2 Activity budget

G2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistent with the following budget.

<budget table>

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

### G3 Record keeping

G3.1 The Grantee agrees to:

- (a) maintain records that 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; and

- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3G3 survives the termination, cancellation or expiry of the Agreement.

#### G4 Audit

G4.1 The Grantee may be required to provide the Commonwealth with an independent audit report verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a certified practising accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

#### G5 Activity Material

Not applicable

#### G6 Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 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 G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

#### G7 Equipment and assets

Not applicable

#### G8 Relevant qualifications or skills

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the following relevant skills or qualifications:

- (a) where they may have contact with children and/or vulnerable people, personnel are required to have working with children/vulnerable people checks before commencing work on the Activity and must ensure those checks remain current for the duration of the Activity.

#### G9 Activity specific legislation, policies and industry standards

G9.1 Without limiting the generality of Item G11 below, the Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) You must comply with all work health and safety laws relevant to the jurisdiction in which the Activity occurs.

You must:

- i. ensure that the Activity is carried out in a safe manner at all times, including ensuring that there is a safe system of work in place in accordance with all relevant work health and safety laws;
- ii. take all reasonable steps to minimise the likelihood of injury to Participants and any other people directly involved in the Participant's Activity placement. Participants are to be provided with all items necessary to undertake their Activity safely including, but not limited to appropriate and adequate:
  - (A) training and supervision
  - (B) personal protection equipment and clothing
  - (C) on-site facilities (for example, access to drinking water and toilets)
  - (D) processes for reporting any work health and safety issues and any other concerns.
- iii. ensure that each Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity
- iv. report any Notifiable Incidents to the relevant regulator, in accordance with relevant work health and safety laws. A 'Notifiable Incident' is defined in relevant work health and safety legislation in the jurisdiction. Details about work health and safety legislation can be found at [www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au);
- v. provide training to the Participant, including work health and safety training, so that the Participant can participate in the activities safely;
- vi. ensure that the training is undertaken and where the training is mandatory for the Participant to participate in the activity (such as Work Health and Safety), ensure the Participant does not commence in the activity until the identified training has being completed; or

You must notify the Partnering Provider (or the Department of Education, Skills and Employment where the Participant is a Volunteer Unemployed Participant) in writing as soon as possible (and, in all cases, within 24 hours) of:

- vii. any accident, injury or death occurring during, or as a result of, the Activity, including in relation to a Participant or a member of the public;
- viii. any incident which relates to a work, health and safety issue, including 'near misses';
- ix. any Notifiable Incidents reported to the regulator;
- x. any proposed or actual changes to:
  - (A) the Activity; or
  - (B) the tasks being undertaken by a Participant; or
  - (C) the circumstances in which such tasks are undertaken; and
  - (D) all notices and correspondence issued to you by any person under work

health and safety laws, supplying full copies to the provider.

You must:

- xi. submit an incident report to the Partnering Provider (or the Department of Education, Skills and Employment where the Participant is a Volunteer Unemployed Participant) in the case of all incidents outlined at clause G9.1 (a); and
  - xii. cooperate with any investigation undertaken by the Partnering Provider or us concerning any work health and safety issues outlined at clause G9.1 (a).
- (b) State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with children or vulnerable people, including working with children/vulnerable people checks
- (c) National Child Safe Principles, in particular the requirement to:
- i. complete a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity
  - ii. put in place an appropriate strategy to manage risks identified through the risk assessment
  - iii. deliver training and establish a compliance regime to ensure that all persons who may engage with children are aware of, and comply with: the risk management strategy in G9.1(c)(ii); relevant legislation relating to requirements for working with children, including working with children checks; and relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described
  - iv. provide the Commonwealth with an annual statement of compliance with G9.1(b) and G9.1(c).

## G10 Commonwealth Material, facilities and assistance

Not applicable

## G11 Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

## G12 Grantee trustee of a Trust (if applicable)

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust
- (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
- (c) it has entered into this Agreement for the proper administration of the Trust;
- (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.

## 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	<System generated name of person executing the grant agreement on the CRM>
Position	<System generated position of person executing the grant agreement on the CRM >
Date	<System generated date when above person executes the grant agreement on the CRM >

#### Grantee

Full legal name of the Grantee	<name of the grantee> ABN <ABN of the grantee>
Name of Authorised Representative	<System generated name of person accepting on the portal>
Date	<System generated date when above person accepted on the portal>

# Schedule 1 Commonwealth General Grant Conditions

## 1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

## 2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

## 3. Notices

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

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

## 4. Relationship between the Parties

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.

## 5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 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.

## 6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

## 7. Variation

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

## 8. Payment of the Grant

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

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

## 9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

## 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. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

## 12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

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

## 13. 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.

## 14. Confidentiality

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

## 15. Insurance

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

## 16. Indemnities

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

16.2 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.

## 17. Dispute resolution

17.1 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.

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

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

## 18. Termination for default

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

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

## 19. Cancellation for convenience

19.1 The Commonwealth may cancel 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 believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, 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 expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

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

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

## 20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

## 21. Definitions

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.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General 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*.
- **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 General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 as specified in the Grant Details.
- **Grantee** means the legal entity 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*).
- **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*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

# Schedule 2 Reporting requirements

## Appendix 1

### <grant opportunity name> - progress report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

### Project progress

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

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

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?  
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- e. How many unemployed activity participants not registered with a provider has the project involved to date?
- f. How many activity participants registered with an employment services provider has the project involved to date?
- g. Please calculate the total number of participants to date

### Project expenditure

Provide the following information about your eligible project expenditure.

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.

- a. What is the eligible expenditure you have incurred to date?
- b. What is the eligible expenditure you have incurred in this reporting period?
- c. What is the estimated eligible expenditure for the next reporting period?
- d. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- e. What is the estimated total eligible expenditure for future financial years?
- f. What is the estimated total eligible expenditure for the project?
- g. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- h. Is the project expenditure broadly in line with the activity budget in the grant agreement?  
If no, explain the reasons.

## Attachments

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

## 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 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.

## Appendix 2

### <grant opportunity name> - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

### Project achievements

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

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

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

### Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?  
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. Provide details of project KPIs and the extent to which these were delivered.

### Project benefits

- a. How many Volunteer Unemployed Participants not registered with a provider has the project involved?
- b. How many activity Participants registered with an employment services provider has the project involved?
- c. Please calculate the total number of participants

## 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.

- 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.
- b. Provide details of all in-kind contributions to your project. This includes your own in-kind contributions as well as any contributions from government, project partners or others.

## Updated business indicators

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

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.
- c. Attach evidence of total eligible expenditure incurred for the project. List the attached documents below against the relevant expenditure items.

## 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 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.

SAMPLE

## Appendix 3

### <grant opportunity name> - Annual statement of compliance with working with children and or vulnerable people obligations

Project number	<<insert details>>
Grantee name	<<insert details>>
Project title	<<insert details>>
Progress period	<<insert details>>

#### 1. Statement of Compliance

I .....being a person duly authorised by the grantee, having made diligent inquiries, certify that:

1. the organisation itself, and persons working with children and/or vulnerable people on behalf of my organisation in relation to the Activity comply with State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with children and/or vulnerable people, including working with children and/or vulnerable people checks
2. the organisation has completed a risk assessment in relation to the Activity and all persons who may engage with children and/or vulnerable people in association with the Activity
3. the organisation has put in place an appropriate strategy to manage risks identified through the risk assessment in item 2 above
4. the organisation has delivered training and established a compliance regime to ensure that all persons who may engage with children and/or vulnerable people are aware of, and comply with:
  - the risk management strategy in item 3 above
  - relevant legislation relating to requirements for working with children, including working with children checks
  - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
  - relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
  - I am aware of the grantee's obligations under their grant agreement, including in relation to working with children and/or vulnerable people, and will inform the Commonwealth of any circumstances that may impact on my compliance with those obligations.
  - I understand that giving of false or misleading information is a serious offence under the Criminal Code 1995 (Cth).

Signed ..... Date