

## Industry Skills Fund

### Single Payment Grant Agreement

between the Commonwealth represented by  
The Department of Education and Training  
and

**(insert Recipient)**

Project Reference Number: **(insert number)**

[Note: This agreement is intended for small, low risk grants involving:

- short duration (ie 3 months or less); and
- a single payment.]

Once completed, executed and returned to the Commonwealth, this document (including the Grant Details), the Short Form Supplementary Terms and the Commonwealth General Grant Conditions published by the Commonwealth at [www.business.gov.au/IndustrySkillsFund](http://www.business.gov.au/IndustrySkillsFund), forms an Agreement between the Commonwealth and the Recipient.

This agreement is to be used subject to the requirements of the Accountable Authority Instructions and the *Commonwealth Grants Rules and Guidelines – July 2014*

### Parties to this Agreement

#### The Recipient

Full legal name of Recipient	[insert details]
Australian Company Number (ACN) or other entity identifiers	[insert details]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[insert details]
Trading or business name	[insert details]
Is the Recipient acting in its capacity as trustee?	[yes/no]
If the Recipient is acting as trustee, full legal name of the trust	[insert details]
Any relevant licence, registration or provider number	[insert details]
Australian Business Number of the Recipient (ABN)	[insert details]
If the Recipient is acting as trustee, ABN of the trust	[insert details]
Date from which Goods and Services Tax (GST) registration was effective?	[insert details]
Registered office (physical/postal)	[insert details]
Relevant business place (if different)	[insert details]
Telephone	[insert details]
Fax	[insert details]
Email	[insert details]

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Education and Training  
50 Marcus Clarke Street  
Canberra ACT 2600  
ABN 12 862 898 150

Project Reference Number: **(insert number)**

## Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Recipient with a Grant for the purpose of assisting the Recipient to undertake the Project.

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

## Scope of this Agreement

This Agreement comprises:

- (a) this document (including the Grant Details);
- (b) the Short Form Supplementary Terms available at [www.business.gov.au/IndustrySkillsFund](http://www.business.gov.au/IndustrySkillsFund);
- (c) the Commonwealth General Grant Conditions available at [www.finance.gov.au/resource-management/grants/grant-agreement-template/](http://www.finance.gov.au/resource-management/grants/grant-agreement-template/);
- (d) 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 Project 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 in accordance with the law and Commonwealth policy, including the Commonwealth Grants Rules and Guidelines 2014, as amended or replaced by the Commonwealth from time to time.

The Recipient agrees to be bound by, and to comply with, the Customer Information Guide for the Industry Skills Fund (“**Customer Information Guide**”), the Industry Skills Fund Programme Guidelines (“**Programme Guidelines**”) and the Commonwealth’s “Industry Skills Fund Guide to Managing Your Grant (“**Guide to Managing Your Grant**”), each as published by the Commonwealth from time to time.

## Grant Details **[insert reference number/name]**

### A. Purpose of the Grant

The purpose of the Grant is to **[insert details of aims or objectives]**.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Recipient dated **[insert date]** **[insert reference number/name]**.

The Grant is being provided as part of the Industry Skills Fund.

### B. Project

**[insert details]**

The table below specifies the Eligible Activities that are within the scope of the Project. Only Eligible Expenditure related to those Eligible Activities will be reimbursed in accordance with Item D of these Grant Details. The Eligible Activities within the scope of the Project may be varied by agreement in writing between the Commonwealth and the Recipient.

Eligible Activity			Participating Employer				Eligible Activity Cost		
Provider Name	Description	Ref. Code	Name	Contribution Percentage	Cost Per Employee	Number Of Employees undertaking Activity	Participating Employer Contribution	Commonwealth Contribution	TOTAL
[e.g. RTO name]	[e.g. qualification name]	[e.g. qualification code]	[e.g. Small Beans Manufacturing]	[e.g. 25%]	\$	X	[GST Exclusive amount]	[GST Exclusive amount]	[GST Exclusive amount]
<b>TOTAL</b>						<b>X</b>	<b>X</b>		

#### Privacy notice

In performing the Project, the Recipient must collect a privacy notice, in the form required by the Commonwealth and published at [www.business.gov.au/IndustrySkillsFund](http://www.business.gov.au/IndustrySkillsFund), from each person who receives training or support services under the Project, prior to the provision of the training or support services to that person.

#### Legislation, policies and standards

In addition to clause 9 of the Short Form Supplementary Terms, the Recipient agrees to comply with the following legislation, policies and industry standards:

- [insert any specific legislative or policy requirements or industry standards that apply to the Project]**

### C. Duration of the Project

The Project is to be completed in accordance with the following schedule.

Project Schedule	
Milestone	Due Date
Completion of training	<b>[insert date]</b>
Provision of final report	2 weeks after completion of training

The Recipient will forfeit the Grant if this Agreement is terminated by the Commonwealth (including for late provision of a report).

#### D. Payment of the Grant

Subject to the terms of this Agreement, the Commonwealth will reimburse the Recipient for *[insert the Commonwealth t h' s proporti on of El i gi ble Expenditure for the Recipient based on business size]*% (the “**Commonwealth Proportion**”) of the Eligible Expenditure incurred by the Recipient in undertaking Eligible Activities, up to a maximum of *[insert maximum amount of the Grant payable by the Commonwealth – this should be equal to the total Commonwealth Contribution amount specified in the table in Item B above]* (excluding GST).

Eligible Expenditure and Eligible Activities are as defined in the Customer Information Guide and the Programme Guidelines. Without limiting the kinds of activities that are excluded as Eligible Activities in the Customer Information Guide and the Programme Guidelines, Eligible Activities do not include training or support services provided through an auspicing arrangement or a Related Entity of the Recipient.

Subject to the terms of this Agreement, the Commonwealth will pay to the Recipient 100% of the Commonwealth Proportion of the Eligible Expenditure that is incurred by the Recipient in undertaking, and that is directly related to, Eligible Activities within the scope of the Project as specified in Item B of these Grant Details (as varied by written agreement between the Commonwealth and the Recipient), following completion of the following Milestone, and compliance by the Recipient with its obligations under this Agreement.

<b>Milestone</b>
On completion of: <ul style="list-style-type: none"><li>• the Project;</li><li>• provision of evidence that the Project was completed, to the satisfaction of the Commonwealth;</li><li>• provision of evidence of payment (in cash) of Eligible Expenditure to the satisfaction of the Commonwealth;</li><li>• provision of a final report in accordance with the Guide to Managing Your Grant; and</li><li>• receipt of Commonwealth approval of that report.</li></ul>

If:

- (a) the Recipient fails to provide a warranty relating to collection of a privacy notice as required under the Guide to Managing your Grant, or any such warranty given by the Recipient is not true, the Commonwealth may reduce the amount of the Grant payable to the Recipient under this Agreement by an amount equivalent to the Commonwealth Proportion of Eligible Expenditure incurred in connection with the provision of training and support services to the person to whom the privacy notice should have been provided;
- (b) the Recipient receives any financial assistance for activities in connection with the Project from another Commonwealth, State or Territory government source or agency after the commencement of this Agreement, the Commonwealth may reduce the amount of the Grant payable to the Recipient under this Agreement by an amount equivalent to the value of that other financial assistance.

The Recipient 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 Project. The Recipient will not issue tax invoices in respect of the Grant. The Commonwealth and the Recipient acknowledge that they were registered for GST when they entered into this Agreement and they will notify the other party if they cease to be registered. Grant payments will be increased to compensate for any GST that you may be required to remit to the Australian Taxation Office. We recommend you seek independent professional advice on your tax obligations.

#### E. Reporting

The Recipient must provide reports in accordance with the Guide to Managing your Grant.

The requirements for a final report are as set out in the Guide to Managing your Grant. The reporting requirements include providing evidence of payment (in cash) for the relevant training.

The report must be submitted via the Commonwealth's SmartForm made available for the Industry Skills Fund, or in another format approved by the Commonwealth.

## F. Party representatives and address for notices

### Recipient's representative and address

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

### Commonwealth representative and address

Name of representative	[insert details]
Position	[insert details]
Postal/physical address(es)	[insert details]
Business hours telephone	[insert details]
Mobile	[insert details]
Fax	[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.

## Execution

By checking this execution box, the person named below accepts the terms and conditions of this Agreement and executes this Agreement as authorised representative of the Recipient, and warrants that:

- (a) they have read and understood each term in this Agreement (including the Short Form Supplementary Terms and the Commonwealth General Grant Conditions published by the Commonwealth at [www.business.gov.au/IndustrySkillsFund](http://www.business.gov.au/IndustrySkillsFund) and [www.finance.gov.au/resource-management/grants/grant-agreement-template](http://www.finance.gov.au/resource-management/grants/grant-agreement-template) and any other document referenced in this Agreement);
- (b) they have read and understood the Programme Guidelines and Customer Information Guide published by the Commonwealth at [www.business.gov.au/IndustrySkillsFund](http://www.business.gov.au/IndustrySkillsFund); and
- (c) they are duly authorised to execute this Agreement on behalf of the Recipient and the Recipient agrees to be bound by this Agreement (including the Short Form Supplementary Terms at [www.business.gov.au/IndustrySkillsFund](http://www.business.gov.au/IndustrySkillsFund) and the Commonwealth General Grant Conditions published by the Commonwealth at [www.finance.gov.au/resource-management/grants/grant-agreement-template](http://www.finance.gov.au/resource-management/grants/grant-agreement-template)).

<b>Details of authorised officer executing this Agreement on behalf of the Recipient:</b>	
Name of authorised officer:	[To be completed by person executing]

<i>Position of authorised officer:</i>	[To be completed by person executing]
<i>Date of execution:</i>	[To be completed by person executing]