



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>>

<<organisation email address>>

Industry House, Level 8  
10 Binara Street, Canberra ACT 2600  
GPO Box 9839  
Canberra ACT 2601  
e: safercommunities@industry.gov.au  
w: 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 Safer Communities Fund – Round 2 and programme guidelines, on receipt of this letter you are a party to a grant 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 programme 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 fill out the supplier details form at attachment C and return it to < SaferCommunities@industry.gov.au> so we can pay you the grant.

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.

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 acknowledge the Commonwealth's support in material published in connection with this grant.

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 D. We will also send you a report template to complete after you finish your project.

**What we will do**

We will pay the grant into the bank account that you nominate in your supplier details form within 28 days of you returning the form.

**Any questions?**

If you have any questions please call <<CSM name>> on <<phone number>> or email SaferCommunities@industry.gov.au.

Yours sincerely

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

**Attachment A – Grant schedule**

<b>Program</b>	<<program name>>
<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>Grant percentage</b>	Up to <<grant percentage>>
<b>Total/Maximum Grant (GST excl)</b>	\$<<funding amount>>(plus GST as applicable)
<b>Capped amount in financial year &lt;&lt;yyyy-yy 1&gt;&gt;</b>	\$<<amount year 1>> ( plus GST as applicable)
<b>Final report due date</b>	<<project end date + 30 days>>
<b>Agreement end date</b>	<<project end date + 150 days>>

## 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.

Where applicable, 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 15 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.

SAMPLE

**Attachment C**

Supplier details form – form to come

SAMPLE

**Attachment D**

**Safer Communities Fund – Round 2 – final project report**

<b>Project number</b>	[insert details]
<b>Grantee name</b>	[insert details]
<b>Project title</b>	[insert details]
<b>Progress period</b>	[insert details]

**1. Project activities and outcomes**

a. Provide a brief outline of project activities.

b. Provide a brief outline of project outcomes.

c. Were all the activities as specified in the grant agreement completed? Please attach evidence that the project was completed, for example invoices and photos.

Yes  No

If no, explain why.

**2. Project benefits**

Provide information to demonstrate the benefits the project has achieved?

### 3. Updated business indicators

Recent trading performance	Not Applicable	Latest complete financial year [yyyy-yy]
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)		

### 4. Certification

I .....being a person duly authorised by the grantee hereby certify that:

- the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the grant was spent in accordance with the grant agreement
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- 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.

Signed .....Date

[Position/ title]