



Australian Government
Department of Industry,
Innovation and Science

Business



Tasmanian
Government



Guide to Managing your Grant

Tasmania Jobs and Investment Fund

Version 1 [Dec][2015]

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1 Purpose of this guide

This guide to managing your grant aims to assist you to understand the requirements and obligations of the Tasmania Jobs and Investment Fund funding agreement. In particular, you should have a better understanding of:

- the terms and conditions of a funding agreement
- the process for confirming the details of your funding agreement
- your reporting responsibilities and obligations
- grant payments
- compliance visits
- keeping AusIndustry informed of changes to project and/or entity status
- applying to make variations to an agreed project.

This guide does not replace, limit, vary or operate in preference to any terms or conditions contained in your Funding Agreement.

2 Your funding agreement

2.1 Introduction

If your application is successful, you will receive a letter of offer for grant support from the Commonwealth, along with a copy of this guide and a sample funding agreement. You will have 30 days from the date of the letter of offer to agree to the details of the funding agreement with a customer service manager (CSM), and return a signed copy of the finalised funding agreement to AusIndustry. If you fail to sign and return the Funding Agreement within 30 days, the grant offer may lapse.

To effectively manage your grant reporting obligations it is important that you fully understand and become familiar with the terms and conditions of your signed funding agreement.

A sample copy of the most recent version of the funding agreement template is available on business.gov.au. However, in managing your grant you should always refer to your signed funding agreement, programme guidelines and if applicable, any subsequent approved variations.

2.2 Terms and conditions of your funding agreement

The funding agreement provides the terms and conditions under which the grant is provided and the specific details of your grant and project. The funding agreement also sets out the project milestones and your compliance and reporting obligations.

You will be in breach of your funding agreement if you fail to comply with the terms and conditions. Depending on the nature of the breach, future grant payments may be withheld until compliance is achieved. Alternatively, you may be asked to repay some or all of the grant payments made with interest, or a decision may be made to terminate the funding agreement.

2.3 Confirming the details of your funding agreement

To finalise your funding agreement a CSM will liaise with you to confirm the details of the Agreement (see below). The CSM will review and verify with you that the information you provided in your application is still valid including the project scope, timeline and budget.

The information you provided in your application forms the basis for the approval of your grant. Any variation between your application and the information you provide when finalising the funding agreement will be reviewed for its impact on the project as approved by the programme delegate.

The funding agreement contains the specific details of your grant and project including:

- project title, location and description
- project duration, milestone, budget, agreed evidence and report due dates
- maximum total grant, annual capped amounts and proposed instalments
- contact details of parties
- financial contributions of parties other than Commonwealth, including your contributions

The funding agreement includes the general terms and conditions under which the grant is provided and the particular details of the project and grant in the schedules.

3 Reporting responsibilities and obligations

Your reporting responsibilities are outlined in your funding agreement. This includes all the reporting requirements for progress and final reporting, including a financial report. Further guidance on the reporting process is provided below.

If you have any questions regarding your reporting requirements, contact your CSM.

3.1 Reminders

To assist you in meeting your reporting obligations you will be forwarded a notice of reporting deadlines four weeks prior to the due date for each report.

3.2 Progress reporting

You will be required to report on the progress of your project at least every six months. The due date for progress reports are outlined in your agreement.

The required format for these reports is at Appendix 1 of this guide.

A delay in submitting a progress report will impact on the date of any payment relating to that report. If a potential payment is delayed until a future financial year because of late submission of a report or a delay in achieving a milestone, the payment of this grant amount is not guaranteed. It is possible that this amount of grant funding will be forfeited.

You must discuss any project or milestone reporting delays with your CSM as soon as you become aware of them.

3.3 Final reporting

You must submit a final report within two months after the project completion date. At a minimum 10% of grant funding may be retained for payment after the submission of a satisfactory final report.

The final report must include the following:

- final project report in the format provided at Appendix 2 of this guide; and
- a completed financial expenditure report found at section 3 of the report.

3.4 Ad hoc reports

You must provide ad-hoc reports as required by the Commonwealth from time to time at the time and in the manner reasonably required by the Commonwealth in relation to any significant developments concerning the project or any significant delays or difficulties encountered in undertaking the project.

3.5 Evaluation surveys

An evaluation of the Tasmania Jobs and Investment Fund will be undertaken. You will be required to provide base line information during your funding agreement finalisation process and you may be contacted up to 5 years after the completion of your project to provide any other relevant information to assist with this evaluation.

4 Grant payments

4.1 Payment structure

Your funding agreement identifies the maximum grant amount to be paid to you. The maximum grant amount cannot be exceeded under any circumstances. You must meet any overrun in project costs.

Progress payments will be paid as outlined in the funding agreement. The proposed amount of each payment is estimated but is determined by the actual expenditure incurred including the matching contribution and only paid when suitable progress of milestone has been made. Payment will only be made after the submission of a satisfactory progress report. At a minimum 10% of grant funding may be set aside for the final payment. This amount is also detailed in your funding agreement and is conditional on the receipt of a satisfactory final report (refer to point 3.3 above). Where appropriate, progress payments may be adjusted to ensure that at a minimum 10% of grant funding is retained for the final payment.

4.2 Inaccurate claims

Notwithstanding the making of any progress payment, the Commonwealth reserves the right to re-examine your expenditure claims, to seek further information and to audit your claims and payments as detailed under the terms of your funding agreement.

If you have been overpaid, the Commonwealth will seek to recover those amounts from you and take any other action that is provided for under the funding agreement.

4.3 Taxation obligations of receiving assistance

Grants under the Tasmania Jobs and Investment Fund attract the Goods and Services Tax (GST). Grant payments are increased to compensate for GST payments.

These grants are typically treated as assessable income for taxation purposes, unless specifically exempted. On this basis, applicants are recommended to seek their own independent professional advice on their taxation obligations.

5 Compliance visits

Compliance visits by Commonwealth officers may take place throughout the agreed project period, and for up to 5 years after completion of your project. Commonwealth officers may include AusIndustry CSMs and other authorised representatives of the Commonwealth.

A Commonwealth officer may inspect any of the records you are required to keep under your funding agreement, or your progress with the project, for the purposes of reviewing your compliance with the funding agreement. You will be provided with reasonable notice of any compliance visit.

6 Applying to vary your agreed project

AusIndustry recognises that unexpected events arise which can impact on project progress such as a delay in delivery of equipment or inability to source a particular item. In these circumstances and once the project is underway, you can make a project variation request including changes to project milestones or an extension of the project duration. If you need to apply for a variation ask your AusIndustry CSM for a variation request template.

Do not assume that such variation requests will be successful. Project variation requests will be considered by the programme delegate taking into account the context of issues including impacts on the project outcome, changes to the timing of grant payments and availability of programme funds.

The funding agreement outlines the grant funding to be paid for each financial year throughout the project. Project variations that result in payments moving between financial years can only be approved if there are sufficient programme funds in the relevant year to accommodate the revised payment schedule.

If a project variation is approved, this will typically require a formal variation to the Funding Agreement.

7 Keeping the Commonwealth informed

7.1 Conditions under the funding agreement

If you become aware of a breach of terms and condition under the funding agreement you must immediately notify your CSM of that breach.

7.2 Change in grantee details

You should promptly notify your AusIndustry CSM in writing of any change in:

- your entity name
- your registered office address
- your nominated contact details—name, telephone number, email address
- details of the bank account into which the grant is paid.

7.3 Your obligation to notify AusIndustry of certain matters

The funding agreement details your obligation as a grantee to notify the Commonwealth of anything reasonably likely to affect the performance of the project. These may include key changes to your organisation or its business activities, such as:

- any change in the direct or indirect beneficial ownership or control of your company
- you dispose of the whole or any part of your assets, operations or business other than in the ordinary course of business;
- you cease to carry on business
- you cease to be able to pay its debts as they become due
- proceedings are initiated with a view to obtaining an order for the winding up of your company, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of your company
- you apply to come under, you receive a notice requiring you to show cause why you should not come under, an order has been made for the purpose of placing you under, or you otherwise comes under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or Chapter 11 of the *Corporations (Aboriginal And Torres Strait Islander) Act 2006* (Cth) or equivalent provisions in State or Territory legislation in relation to incorporated associations.

8 Feedback on Tasmania Jobs and Investment Fund

The [AusIndustry Customer Service Charter](#) outlines AusIndustry's commitment to improving service delivery. It sets out the service standards that AusIndustry aims to meet and how applicants can help AusIndustry to deliver better services. A copy of the charter is at business.gov.au.

AusIndustry conducts customer satisfaction surveys through which feedback from applicants and recipients of assistance is used to improve our business operations and our service.

If you have a complaint, call the contact centre on 13 28 46 or contact us at business.gov.au. Your complaint will be referred to the appropriate manager.

If you are not satisfied with the way your complaint is handled, you can contact:

Head of Division
AusIndustry - Business Services
GPO Box 9839
CANBERRA ACT 2601
Facsimile: (02) 6213 7344

You can also contact the [Commonwealth Ombudsman](#)¹ with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

¹ <http://www.ombudsman.gov.au/>

Appendix 1

Tasmania Jobs and Investment Fund - progress report

Project number	
Grantee name	
Project title	
Progress period	

1. Project progress

a. Complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

b. Describe the eligible activities completed on the project, including the achievement of milestones and the outcomes met as detailed in your funding agreement. If applicable, comment on why the milestone has not been completed. Grant funding will be paid as agreed milestones are achieved.

c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

d. Is the project proceeding as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing, outcome. Also comment on any anticipated issues that may impact on project timing, outcome and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

2. Eligible expenditure incurred for this progress period

	Expenditure for this reporting period	Total expenditure from start of funding agreement
Salary Costs		
Plant & Equipment		
Contract Costs		
Other Costs		
Total Expenditure		

Is the expenditure incurred for this milestone in accordance with the project budget in the funding agreement? Yes No

If No, explain the reason for any underspend or overspend.

3. Activity variation

Do you require a variation to your agreement Yes No

Provide details below with respect to any variation required

4. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- The information in this report is accurate, complete and not misleading.

- The eligible expenditure identified above has been spent only on the project and for the purposes stated in the funding agreement.
- I am aware of the grantee's obligations under their funding 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 funding agreement empowers the Commonwealth to terminate the funding agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the funding agreement.

SignedDate

[Position/ title]

Appendix 2

Tasmania Jobs and Investment Fund – final project report

Project Number

Grantee Name

Project Title

Project Completion Date

1. Project activities and outcomes

- a) Provide a brief outline of project activities and outcomes.

Project activities:

Project outcomes:

- b) Were all the activities as specified in the funding agreement completed?

Yes No

If no, explain why.

2. Project benefits

- a) Has the project delivered on job outcomes?

Yes No

If yes, provide details by filling in table below.

Employee Name	Primary Role	Weekly hours	Hired date
1.			
2.			
3.			
Total FTE			

Are there any additional employment outcomes specified in your grant agreement that are still expected?

If **yes**, are these on track?

How do these employment outcomes compare to those proposed in your grant agreement?

b) Has the project delivered on business investment outcomes?

Yes No

If yes, provide details. If no, explain why

3. Financial Expenditure

Provide a summary of activity expenditure, exclusive of GST, from the date of the funding agreement to the completion of the activity.

	Grant expenditure	Recipient Financial Expenditure	Total Financial Expenditure
Salary Costs			
Plant & Equipment			
Contract Costs			
Other Costs			
Total Activity Financial Expenditure			

Please provide an explanation for any variance from funding agreement.

4. Updated business indicators

Recent trading performance	Latest complete financial year (yyyy-yy – 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)	

5. Certification

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

- The information listed above is accurate, complete and not misleading.
- I am aware of the grantee's obligations under the Tasmania Jobs and Investment Fund funding 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 funding agreement empowers the Commonwealth to terminate the funding agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the funding agreement.

Signed

Date