



Australian Government

**Commonwealth
Standard Grant Agreement**

between

the Commonwealth represented by

[Program Agency Organisation Legal Name]

and

**[Program Schedule Organisation Legal
Name]**

(Capital Support – 3 Year)

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)	
Date from which GST registration was effective	
Registered office (physical/postal)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

The Commonwealth

The Commonwealth of Australia represented by [Program Agency Organisation Legal name]
[Program Agency Organisation physical address]
ABN [Program Agency Organisation ABN]

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each 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 from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. 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 each 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

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

A. Purpose of the Grant

The purpose of the Grant is to:

Support Child Care Services to address barriers to childcare participation, particularly targeting disadvantaged and vulnerable families and communities, and to support services to transition to, and operate viably under the new childcare system and to support their longer-term sustainability.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Child Care Services Support program.

SAMPLE

Community Child Care Fund - Capital Support - [Activity ID]

B. Activity

B.1 Warranty

You warrant that you have the power to enter into this Agreement to deliver the funded Activity.

In carrying out the Activity, you must:

- (a) Be approved, and remain approved, for Child Care Subsidy under the A New Tax System (Family Assistance) Administration Act 1999;
- (b) Comply with any codes of ethics, regulations or other industry standards relevant to the Activity;
- (c) Comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs;
- (d) Comply with any Commonwealth or departmental policy notified to you in writing; including any new or altered Commonwealth or departmental policy;
- (e) Comply with the Community Child Care Fund (CCCF) – Open Competitive Grant Opportunity Guidelines – Round 3; and
- (f) Comply with program guidance material as provided by the Department from time to time.

Activities funded under Capital Support will help eligible child care services by contributing towards the cost of modifying, renovating, extending or building child care facilities ('capital works'). These capital works must result in more child care places in areas where there is unmet demand.

B.2 Deliverables

The Activity is a Capital Item for the purpose of the Capital Works Supplementary Conditions at Schedule 3 to the Agreement.

In undertaking this Activity, you must:

- (a) construct [insert details of construction] (the Capital Works) at [insert location];
- (b) in line with Capital Works Supplementary Condition 1 engage a Project Manager within [insert time] business days of execution of this Agreement;
- (c) appoint a licensed builder or appropriately qualified contractor to carry out all works in line with the procurement process and supply us with a copy of the contract between you and the builder;
- (d) in line with the Capital Works Supplementary Condition 3, provide us with certificates within the period of completion of the Activity specified in that clause which states that the facility is fit for purpose; and
- (e) in line with the Capital Works Supplementary Condition 7 ensure Defects that occur during the Defects Liability Period are rectified.

B.3 Activity Schedule

Milestone	Due Date
Draft plans and specifications provided to the Commonwealth	At the time of the execution of the Agreement
Authorised plans and specifications and any other necessary approvals provided to the Commonwealth	Within [insert number] business days of the Agreement
Engagement of the Project Manager	Within [insert number] business days of the Agreement
Commencement of Capital Works	Within [insert number] business days of the Agreement
Progress report on Capital Works provided to the Commonwealth	Within [insert number] business days of the Agreement
Completion of Capital Works	Within [insert number] business days of the Agreement
All required approvals and certificates in order to use the Capital Works in accordance with Supplementary Condition 3 of Schedule 3	Within [insert number business days OR reasonable period] of completion of Capital Works
Final Report provided to the Commonwealth	TBC

B.4 Payment Conditions of the Grant

Notwithstanding anything to the contrary contained in this Agreement, the total of the Grant is the total of the instalments paid in accordance with clause B.4.2.

- B.4.1 The Grant will be paid in instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.
- B.4.2 The instalments referred to in clause B.4.1 are only payable if, at the time of the 'Anticipated date' of the instalment (as referred to in Item D), the Grantee is an approved provider in respect of the relevant service under the family assistance law, and as referred to in the Supplementary Terms.

B.5 Circumstances in which payments may be reduced

Notwithstanding anything to the contrary contained in this Agreement, payments under this Agreement may be reduced in order to offset and recover either:

- (a) any debt or liability that the Grantee owes to the Commonwealth under any other funding agreement or contract that the Grantee has entered into with the Commonwealth;
- (b) as a 'child care service payment', any debt that the Grantee owes as an approved provider under Part 4 of the *A New Tax System (Family Assistance) (Administration) Act 1999*.

B.6 Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed funding amounts will be used by us to provide reports, by region, on the Department's funding.

The information may be published on a Commonwealth website.

B.7 Changes to Circumstances

You are obligated to report any changes to the circumstances of the child care service to which this Grant Agreement applies that may affect the ongoing eligibility for payments under this Grant Agreement. Such changes may include, but are not limited to:

- Changes to the ownership of the child care service or its owning entity;
- Changes to key personnel; and
- Changes to the financial or other circumstances of the child care service that may affect the need for funding.

Any changes to circumstances must be reported to the Department and the Commonwealth representative listed at Item F of this Grant Agreement in accordance with the timeframes for notifications set out in the [Child Care Provider Handbook](#). Changes can be notified through your third-party software or through the Child Care Subsidy System. Any intention to stop operating your funded service can be notified using the [Notification of Intention of Closure, Sale or Transfer of Ownership Form](#).

B.8 Capital Contribution Requirement

Under this Agreement, you must make a capital contribution of at least 50% of the total cost of the Activity. The total amount of the Grant listed in Item D represents a maximum of 50% of the total cost of the Activity. For example, if it is agreed that the total cost of the Activity is \$100,000, the Department will provide a Grant worth \$50,000 on the condition that you also make a capital contribution of \$50,000 towards the Activity.

If requested by the Department, you must provide letters of support or other forms of evidence to demonstrate your compliance with this requirement.

This requirement may be relaxed or waived in certain circumstances, at the Department's sole discretion.

If this Agreement is varied to increase the total amount of the Grant, you must make a capital contribution equalling the amount of the increase. For example, if it is agreed that the Grant should be increased by \$10,000, then you must also make a capital contribution of \$10,000. In this example, this represents a total \$20,000 increase to the total cost of the Activity.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Activities are completed according to scope, quality, timeframes and budget defined in the Progress and Final Reports.	The Department and you agree that the Progress and Final Reports confirm completion of construction activities as specified or as otherwise agreed.
Increase Licensed Child Care places.	Attendance/enrolment records submitted to the Department indicate an increase in child care places of at least 10 places.

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded		

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.		

C. Duration of the Grant

The Activity starts on 1 July 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2024 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$[Overall Activity Value for all financial years] excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	
Financial Institution	
Account Number	
Account Name	

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Half yearly payment of 2021-22 funds	13 July 2021			
Half yearly payment of 2021-22 funds subject to acceptance of Progress Report due [insert date]	TBC			
Half yearly payment of 2022-23 funds	12 July 2022			
Half yearly payment of 2022-23 funds subject to acceptance of Progress Report due [insert date]	TBC			
Half yearly payment of 2023-24 funds	11 July 2023			
Half yearly payment of 2023-24 funds subject to acceptance of Progress Report due [insert date]	TBC			
Total Amount				

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.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Progress Report	A progress report of the funded Activity for the period [insert date] to [insert date] as set out in Item E.4	TBC
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Progress Report	A progress report of the funded Activity for the period [insert date] to [insert date] as set out in Item E.4	TBC
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Progress Report	A progress report of the funded Activity for the period [insert date] to [insert date] as set out in Item E.4	TBC
Final Report	A Final Report on outcomes of the funded Activity as set out in Item E.4	30 September 2024

Milestone	Information to be included	Due Date
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

None Specified

E.3 Accounting for the Grant

Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions).

E.4 Other Reports

Progress Report

For the purposes of this Agreement, Progress Report means a document to be completed by you. The report must:

- (a) describe in detail the progress on the Activity to date;
- (b) provide details of the Grantee's expenditure of the Grant to date including evidence of receipt of co-contribution as required;
- (c) provide details of all design, planning and construction approvals sought and granted by the relevant authority and a timeframe for those yet to be issued/obtained;
- (d) provide a discussion of any risks to meeting the timeframes for the completion of each stage of the Capital Works as described in the project plan;
- (e) provide updates (where necessary) for the GANTT Chart (or other form of chart) included in the draft project plan;
- (f) provide updates (where necessary) for the risk plan outlined in the draft project plan;
- (g) provide updates where necessary to the list of the stakeholders, including their name, a description of their role and importance to the Activity, and method and frequency of communications which will take place between the key stakeholder to facilitate the delivery of the Activity;
- (h) provide updates where necessary to the name and qualifications of the person who is overseeing the construction of the Capital Works;
- (i) provide updates where necessary to the name and position of the individual who is overseeing the financial management of the costs of the Capital Works;
- (j) provide updates where necessary to the details of the persons who is responsible for the approval processes the Grantee is implementing in relation to the undertaking of the Capital Works; and
- (k) include any information as reasonably required by the Commonwealth.

Final Report

- For the purposes of this Agreement, Final Report means a document to be completed by you. The report must:
 - (a) describe in detail the outcomes of the Activity;
 - (b) describe how the Grant was used;
 - (c) provide evidence that the Activity has been completed, including high resolution digital photographs demonstrating the completion of the Capital Works;
 - (d) include verification that the Capital Works have been completed in accordance with this Agreement, including the timetable set out in the project plan and budget;
 - (e) included verification that the Capital Works have been completed with no defects;
 - (f) if applicable, include a certified copy of the 'Certificate of Occupancy';
 - (g) include signed or certified copies of all other certificates and documents showing, as applicable, compliance with building codes, health regulations and any other Commonwealth, State or local government requirements in respect of the Capital Works;
 - (h) describe, if any, the amount, nature and source of any other contributions from other sources other than the Commonwealth to the Capital Works; and
 - (i) any further information as reasonably required by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	
Position	
Business hours telephone	
E-mail	

Commonwealth representative and email address

Business hours telephone	
E-mail	

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.

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

Signatures

*Note: See explanatory notes on the signature block over page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through [Program Agency Organisation Legal Name], ABN [Program Agency Organisation ABN] in the presence of:

 (Name of Departmental Representative) (Signature of Departmental Representative)
/...../.....

 (Position of Departmental Representative)

 (Name of Witness in full) (Signature of Witness)
/...../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

 (Name and position held by Signatory) (Signature)
/...../.....

 (Name and position held by second Signatory/Name of Witness) (Signature of second Signatory/Witness)
/...../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words ‘as trustee of the XXX Trust’ could be included at the end of the name.