



Australian Government

Department of Home Affairs

Commonwealth Standard Grant Agreement

between
the Commonwealth represented by
Department of Home Affairs

and

**[Program Schedule Organisation Legal
Name]**

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 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)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

The Commonwealth

The Commonwealth of Australia represented by Department of Home Affairs
6 Chan Street BELCONNEN ACT 2617
ABN 33 380 054 835

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:	
Schedule ID:	

A. Purpose of the Grant

The purpose of the Grant is to:

Fund eligible community languages schools to deliver quality education through the production of teaching resources or through the production of professional development programs that build the capacity of multiple community language schools or the community language sector more broadly.

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 Community Languages Multicultural Grants Stream Two program.

B. Grant Activity

Community languages schools help students learn and use another language and connect young Australians to the languages and cultures of their ancestors. One quarter of children (0-19 years) speak a language other than English at home. Learning a second language can establish wider intercultural appreciation and cross-cultural awareness.

As Australia's population becomes increasingly diverse, community languages schools play a role in helping to build strong communities, and strengthen social cohesion, as well as respect for Australia's many different cultures.

In undertaking this Activity, you must:

- Support the maintenance, development and acquisition of languages other than English;
- Connect young Australians to the languages and cultures of their community;
- Enhance cross-cultural awareness and respect for cultural diversity.

In undertaking this Activity your project will align to your Project Plan submitted as part of your Application. The detailed deliverables and activities you will undertake to fulfil this Activity are to be developed in consultation with, and provided to the Department as specified in Item E.

In undertaking this Activity, you must engage with the Department of Home Affairs when requested, regarding monitoring of your Project.

Intellectual Property Ownership

In undertaking this Activity you as the Grantee provide the Commonwealth (and any party nominated by the Commonwealth from time to time) a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, distribute and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes at any time, for any purpose.

Confidentiality

In undertaking this Activity you as the Grantee consent to the Commonwealth disclosing the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, State or Territory Ministers, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth, State or Territory agency where this serves the Commonwealth's legitimate interests.

Deliverables:

You must deliver the project submitted in your application and approved by the Department of Home Affairs under the Stream Two Community Languages Multicultural Grant opportunity, which opened on 3 February 2020 and closed on 6 March 2020. The Project Budget you submitted as part of your Application will be referred to as an Activity Budget in all instances in the Supplementary Terms at CB 2 Activity Budget.

You will be required to report on the approved project outcomes as described in Item E of this Agreement.

You will be required to engage with the Department of Home Affairs when requested regarding the implementation progress of the approved project.

Performance Indicators

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

Performance Indicator Description	Measure
TBC	TBC

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 [Activity Start Date].

The Activity (other than the provision of any final reports) ends on [Activity End Date], which is the Activity's Completion Date.

The Agreement ends on [PS Completion Date] or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is [Overall Agreement Value for all financial years]* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

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)
Full payment of project funds	On Execution	\$	\$	\$
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.

Taxes, duties and government charges

GST Provisions – you are a Government Related Entity

D.1 In this clause:

- (a) the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**' and '**decreasing adjustment**' have the same meaning as given in the GST Act; and
- (c) '**receiver of the supply**' has the same meaning as the term 'recipient' has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

- (a) the parties are both 'government related entities' as defined in the GST Act; and either:
 - (b) the payment of the Grant:
 - (i) is covered by an appropriation under an Australian law; and
 - (ii) is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or
 - (c) the payment of the Grant is a kind of payment specified in regulations made for the purposes of s.9-17 of the GST Act.

D.3 On the basis of the matter described in clause D.2, the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

D.4 You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.

D.5 If, despite clauses D.2 and D.3, one party ('**supplier**') makes a taxable supply to the other party ('**receiver of the supply**') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each Party:

- (a) has quoted its Australian Business Number to the other; and
- (b) must tell the other of any changes to the matters covered by this clause.

D.8 This clause survives the expiry or termination of this Agreement or any aspect of it.

OR

GST Provisions – you are registered or required to be registered for GST

D.1. In this clause:

- (a) the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**', '**decreasing adjustment**' and '**adjustment note**' have the same meaning as given in the GST Act; and
- (c) the term '**RCTI**' means a 'recipient created tax invoice' as defined in the GST Act. For the purpose of this Agreement, an RCTI is a tax invoice belonging to a class of tax invoices that the Australian Commissioner of Taxation has determined in writing may be issued by the receiver of the supply; and
- (d) '**receiver of the supply**' has the same meaning as the term 'recipient' has in the GST Act.

D.2 You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.

D.3 If one party ('**supplier**') makes a taxable supply to the other party ('**receiver of the supply**') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice or RCTI, an additional amount to the supplier equal to the GST imposed on the supply in question.

D.4 If an amount on account of GST has been included in the consideration for a supply under this Agreement, the amount of GST is as specified in this Item D.

D.5 If an amount on account of GST has been included in the consideration for a supply under this Agreement and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.

D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

D.7 The parties acknowledge and agree that each party:

- (a) is registered for GST purposes;
- (b) has quoted its Australian Business Number to the other; and
- (c) must tell the other of any changes to the matters covered by this clause.

D.8 We (as the receiver of the supply) will issue RCTI(s) and any adjustment notes for any taxable supplies you make to us under this Agreement within 28 days of us determining the value of the taxable supplies in question.

D.9 You must not issue tax invoices or adjustment notes for taxable supplies you make to us under this Agreement.

D.10 Both parties must comply with the determination scheduled to GST Ruling 2000/10.

D.11 We will not issue RCTI(s) or adjustment notes for taxable supplies you make to us under this Agreement at any time that either Party fails to comply with any of the requirements in clauses D.7 to D.11.

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
Activity Work Plan	Output-level, objective and outcome detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	TBC

Other Report	A Progress Report of outcomes achieved, aligned with the Activity Work Plan for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.3	30 January 2021
Other Report	An Annual Statement of Compliance Report as set out in Item E.5.	30 August 2021
Final Report	A report of outcomes achieved for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.5	30 August 2021
Financial Acquittal Report	Financial Acquittal from 1 June 2020 to 30 June 2021 as per Item E.4	31 October 2021

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

TBC

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.5 Other Reports

Progress Report

For the purposes of this Agreement, Progress Report means a document to be completed by you, on a template provided by the Department. The template will include requirements for a summary of the activities/actions undertaken, outcomes achieved, and methodologies/evidence.

Annual Statement of Compliance Report

A Statement of Compliance consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) must be submitted for each financial year funded under this Agreement. A Statement of Compliance Report ensures compliance with relevant State, Territory and Commonwealth legislation, including Working With Children Checks, and with the National Principles for Child Safe Organisations. The report must reflect the Grantee has met the conditions as outlined in the Supplementary Terms CB9.2 and CB9.3 of this Agreement.

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template provided by the Department. The template will include requirements for a summary of the activities/actions undertaken, outcomes achieved, and methodologies/evidence.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	
Position	
Postal/physical address(es)	
Business hours telephone	
Mobile	
Fax	
E-mail	

Commonwealth representative and address

Name of representative	
Position	
Postal/physical address(es)	GPO Box 858 CANBERRA CITY ACT 2601
Business hours telephone	
Mobile	
Fax	
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.

G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

None Specified

Signatories

Organisation ID:	
Agreement ID:	

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Home Affairs, ABN 33 380 054 835 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 that he/she is 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)

.../.../.....

Notes about 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. 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.
- If you are an **individual**, you must sign in the presence of a witness.
- 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.