



# Australian Government

## Department of Veterans' Affairs

Dear

### Letter of Agreement

I am pleased to offer the following Grant to your organisation to undertake the following activity under the following Program.

Note: the amounts in this table may have been rounded. For exact milestone amount/s, see **Grant Payment**.

Program	Activity Name	Grant Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Saluting Their Service Commemorations				
<b>Total</b>				

To accept this offer and enter into an agreement with the Commonwealth, represented by the Department of Veterans' Affairs, ABN 23 964 290 824 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within fifteen (15) business days from [date] to the address below, otherwise this offer will lapse.

Provided the signed copy of the Grant Agreement is received by the Commonwealth within the timeframe specified, this letter and the Grant Agreement will form a legally enforceable agreement in relation to the Grant.

If you have any questions about this offer, please contact XXX.

Yours sincerely

Jason Wagg

[date]

## 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 Department of Veterans' Affairs  
21 Genge St CANBERRA ACT 2601  
ABN 23 964 290 824

## Grant Details

<b>Organisation ID:</b>	
<b>Agreement ID:</b>	
<b>Program Schedule ID:</b>	

## Grant Activity

### Activity Information

<b>Activity Name</b>	
<b>Activity Start Date</b>	
<b>Activity End Date</b>	
<b>Activity Details (what you must do)</b>	<p>You warrant that you have the power to enter into this Agreement to deliver the funded Activity.</p> <p>In undertaking this Activity, and in adherence of the requirements outlined in the Saluting Their Service Commemorative Grants Program Grant Opportunity Guidelines under which you applied, your Grant Activity must:</p> <ul style="list-style-type: none"> <li>• directly commemorate the involvement, service and sacrifice of Australia's service personnel in wars, conflicts and peace operations;</li> <li>• promote appreciation and understanding of the experiences of service and roles that those who served have played in shaping the nation; and/or</li> <li>• add to the sum of knowledge on a particular topic or provide access to information about Australia's wartime heritage.</li> </ul> <p>Your Grant Activity must be a project or activity which is focused on the local community, commemorates the service and sacrifice of local community members, and is primarily accessed by the local community.</p> <p>Funding for this Activity must only be spent on the approved purpose and funded item(s) listed below:</p> <p>Purpose: <i>Approved purpose</i></p> <p>Funded Items: <i>Approved Funded Items description</i></p> <p>Please refer to <b><u>Appendix A</u></b> for a list of items and broad expenditure categories that your grant funding <b><u>cannot</u></b> be used for.</p> <p>You agree to spend the Grant in compliance with COVID-19 restrictions imposed by the Australian or a State or Territory government, that are in place when the Grant Activity is undertaken. Applications to vary the terms of the Agreement for any reason, including to comply with COVID-19 restrictions, must be submitted in writing to the Community Grants Hub.</p> <p>You do not have to acquit/report on how you spend the money unless the Community Grants Hub on behalf of the Department of Veterans' Affairs (DVA) asks you to. If asked, the Community Grants Hub will require you to provide a Financial Declaration.</p>

	<p>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.</p> <p><b>Taxes, duties and government charges</b></p> <p>The Australian Taxation Office (ATO) advises that Department of Veterans' Affairs (DVA) grants are considered a Financial Assistance Payment and as such, are not subject to GST.</p> <p><u>Organisations Registered for GST:</u></p> <p>In accordance with ATO advice, the grant you receive from DVA is not considered as a taxable supply, therefore, there is no need to remit any GST to the ATO. You may wish to claim an input tax credit through your BAS Statement to the ATO for any GST component of purchased items or services.</p> <p><u>Organisations NOT Registered for GST:</u></p> <p>The full amount, including any GST component that may be paid to a third party, will be included in the grant amount. The total grant amount is a GST free payment.</p>
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**Deliverables**

Description of Deliverable	Due Date
None Specified	None Specified

**Other Conditions**

**1. Undertaking the Grant Activity**

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

**2. Acknowledgements**

The Grantee agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

**3. Notices**

The Grantee agrees to notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

**4. Payment of the Grant**

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

**5. Spending the Grant**

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement (if requested), in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

**6. Repayment**

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

**7. Record keeping**

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

#### **8. Privacy**

When dealing with Personal Information (as defined in the Privacy Act 1988) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the Privacy Act 1988.

#### **9. Grant Activity material**

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence for the Commonwealth to use, reproduce, publish and adapt all material that is provided to the Commonwealth under this Agreement.

#### **10. Confidentiality**

The parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

#### **11. Insurance**

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

#### **12. Licences and approvals**

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

#### **13. Dispute resolution**

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

#### **14. Termination for default**

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

#### **15. General provisions**

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

### **Grant Payment**

The total amount of the Grant is \$[XXX] excluding GST (if applicable).

#### **Grant Information**

<b>Milestone</b>	<b>Anticipated Date</b>	<b>Amount (excl. GST)</b>	<b>GST (if applicable)</b>	<b>Total (incl. GST if applicable)</b>
Full payment of 2022-23 funds				

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

### 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

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:

<b>Your bank account details</b>	<b>BSB Number</b>	
	<b>Financial Institution</b>	
	<b>Account Number</b>	
	<b>Account Name</b>	

<b>Organisation ID:</b>	
<b>Agreement ID:</b>	
<b>Program Schedule ID:</b>	

## 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 Department of Veterans' Affairs, ABN 23 964 290 824 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 [Organisation Legal Name], ABN [Organisation ABN] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

_____	_____
(Name of Signatory)	(Signature)
_____	...../...../.....

_____	_____
(Position of Signatory)	
_____	_____
(Name of second Signatory/Witness)	(Signature of second Signatory/Witness)
_____	...../...../.....

_____	
(Position 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.



## Appendix A

### You **cannot** use grant funding for projects or activities that:

- are commemorative events for national commemorative days such as Anzac Day, Remembrance Day, Vietnam Veterans Day or National Service Day;
- are exclusively for research which will not be made available to the public in some form;
- are sporting events;
- are undertaken outside of Australia;
- commemorate training, enlistment or graduation of Australian service personnel;
- commemorate the formation, anniversary or membership of associations, ex-service organisations or military units (with the exception of publishing the histories of national/state/territory-level ex-service and veteran support organisations);
- commemorate the post-war experiences or deaths of service personnel (for example soldier settlement schemes, post-service careers);
- exclusively commemorate animals;
- exclusively commemorate individuals;
- have already been completed (that is, you cannot request funding for reimbursement of costs associated with an eligible item that you have already purchased or ordered, or a particular service that has already been completed, before your application was made);
- involve changes/additions to, or the restoration of, war graves  
**Note: if your project involves war graves, you must consult with the Office of Australian War Graves before undertaking works. You can find out more on the DVA website, or email [wargraves@dva.gov.au](mailto:wargraves@dva.gov.au)**
- result in a profit (for example, publication of a book that would then be sold, with the profits being retained for personal gain).

### You **cannot** use grant funding for the below items:

- capital expenditure for the purchase of assets such as office furniture and equipment, motor vehicles, computers, printers, photocopiers, cameras or projectors;
- costs incurred in the preparation of a grant application or related documentation;
- events that are not significant anniversaries of wars, conflicts or peace operations (for example unveiling ceremonies, book launches) approval costs related to the project (for example, council approval costs, development application fees, licensing fees);
- catering and refreshments (including alcohol);
- contingencies or miscellaneous costs;
- construction of, fit out, alterations and/or extensions to premises that are not considered to have a commemorative function (for example, cafes which form a part of a larger commemorative facility);
- resources or materials that DVA already produces or provides (for example, educational material);
- entertainment not of a commemorative nature;
- fireworks;
- flags (Australian flags can be obtained free of charge through the Constituents' Request Program by contacting the office of your local Senator or Member of the House of Representatives);
- general ongoing administration costs of an organisation (for example, electricity, phone and rent);
- general maintenance of memorial structures such as memorial halls and memorial pools (for example, roof repairs, painting or electrical upgrades), that are not commemorative in nature;
- ongoing expenditure (for example, website hosting, memorial maintenance);

- salaries/wages of the applicant's employees  
**Note: salaries and wages are considered to be payments to someone employed by the applicant on an ongoing basis. For the purposes of the *Saluting Their Service* Commemorative Grants Program, paying a person other than a usual employee to deliver a one off service such as constructing a memorial, conducting research, designing or printing a program booklet is not considered to be a salary**
- scholarships;
- school trips/excursions;
- subscriptions (for example, journals);
- travel – international and domestic  
**Note: includes hire of vehicles/buses, fuel and accommodation**
- trophies, prizes, awards, gifts and medallions.

SAMPLE