



# Australian Government

## Department of Veterans' Affairs

Community Grants Hub  
GPO Box 9820  
ADELAIDE SA 5001

Dear

### Letter of Agreement

I am writing to offer you, **Grantee Name**, **Grantee ABN**, an Australian Government Grant under the Building Excellence in Support and Training (BEST) program. The offer is for a Grant of **\$XXX** total, excluding **\$XXX** GST, (the 'Grant') to undertake the Grant Activity **XXX** as set out in the attached Grant Schedule.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of Veterans' Affairs, ABN 23 964 290 824, please sign the attached Grant Schedule and send or email a scanned copy to the address below by **XXX**, otherwise this offer will lapse.

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

Please send or email a scanned copy of the signed and completed Grant Schedule to:

Community Grants Hub  
GPO Box 9820  
ADELAIDE SA 5001  
DVA.manage@communitygrants.gov.au

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

Yours sincerely

## Grant Schedule

Organisation Id:	
Agreement Id:	
Schedule Id:	

### Grant

The amount of the Grant is \$XXX total, excluding \$XXX GST.

Grant Information				
Milestone	Anticipated Date	Amount (excl. GST)	GST	Total (incl. GST)
Full Payment of 2019-20 funds				
<b>Total Amount</b>				

Payment will be made upon signing of the Letter of Agreement or as otherwise agreed by both parties.  
If applicable a SACS payment may be made separately.

### Invoicing

None Specified

*Taxes, duties and government charges*

The Australian Taxation Office advises that DVA grants are considered a Financial Assistance Payment and so they are not subject to GST.

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the following bank account:

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

The Grant must be 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).

## Grant Activity

Activity Information							
Activity Name							
Activity Start Date							
Activity End Date							
Activity Details (what you must do)	<p><b>Warranty</b> You warrant that you have the power to enter into this Agreement to deliver the funded Activity.</p> <p>Acknowledge that the Grantee commenced work in relation to this Agreement, including the performance of the Activity, on 1 July 2019.</p> <p><b>Deliverables</b></p> <p>The Activity must support the work of military compensation and welfare advocates, and administrative assistants supporting that work.</p> <p><u>Military Compensation Advocates</u></p> <p>A military compensation advocate assists veteran and defence community members and their dependants to prepare and lodge compensation and benefits claims with the Department of Veterans' Affairs (DVA).</p> <p>Advocates must obtain and maintain appropriate levels of training under the Advocacy Training and Development Program (ATDP) or have already completed appropriate training through the previous Training and Information Program (TIP). They must also be accredited by their ex-service organisation (ESO).</p> <p>Military compensation advocates with higher level training may also be involved in preparing cases for review before the Veterans Review Board (VRB) and/or the Administrative Appeals Tribunal (AAT).</p> <p><u>Welfare Advocates</u></p> <p>A welfare advocate provides veteran and defence community members with information on, and assists with, access to health, housing and other community services and benefits. A welfare officer must also obtain and maintain appropriate levels of training under the ATDP or have previous qualifications under TIP and be accredited by their ESO.</p> <p><u>Administrative Assistant</u></p> <p>An administrative assistant provides general secretarial and administrative assistance and/or office management services to support the work of compensation and welfare advocates.</p> <p>The Activity must align with your proposal in your relevant application.</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 you are asked, the Community Grants Hub, on behalf of DVA, will require you to provide proof of purchase and to allow the Australian Government's auditors to look at your records. The original receipts showing what you have bought are required as proof and must be kept for <u>five years</u>.</p> <p>The Grantee is required to use the funding for items eligible under the BEST program, as specified in the following table:</p> <table border="1"> <thead> <tr> <th>Salary</th> <th>Administration</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Salary	Administration	Total			
Salary	Administration	Total					

You are required to pay the full amount to the sponsored organisation(s) listed below:

<b>Name of Sponsored organisation</b>	<b>Salary \$</b>	<b>Administration \$</b>	<b>Total \$ (GST exclusive)</b>



# Australian Government

## Department of Veterans' Affairs

### 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.

**Signatures**

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

**Executed as an agreement:**

**Grantee Name**, **Grantee ABN** (the '**Grantee**') agrees to use the Grant to undertake the Grant Activity in accordance with this letter and the Grant Schedule, which together form the Agreement between the Grantee and the Commonwealth in relation to the Grant.

*Grantee*

Signed for and on behalf of <b>Grantee Name, Grantee ABN</b> 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) ...../.....

*Commonwealth*

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)  
...../.....

### *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**, a partner must be a signatory in the presence of a witness.
- 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.