



**Australian Government**

**Commonwealth  
Standard Grant Agreement**

between

the Commonwealth represented by

**[Program Agency Organisation Legal Name]**

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 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

|                                 |  |
|---------------------------------|--|
| <b>Organisation ID:</b>         |  |
| <b>Agreement ID:</b>            |  |
| <b>Program<br/>Schedule ID:</b> |  |

### A. Purpose of the Grant

The purpose of the Grant is to:

Build strong, resilient, cohesive and harmonious communities to ensure that individuals, families and communities have the opportunity to thrive, be free from intolerance and discrimination, and have the capacity to respond to emerging needs and challenges.

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 [Program Schedule Program Formal External Name] program.

## B. Activity

This grant opportunity is for the Mutual Understanding, Support, Tolerance, Engagement and Respect (MUSTER) initiative, a sub-activity of Strong and Resilient Communities – Inclusive Communities grants.

Inclusive Communities grants aim to increase the social and economic participation of vulnerable and disadvantaged individuals and families within their communities and enhance their life-time wellbeing and sense of community belongs.

The objectives of the MUSTER initiative are to:

- build community resilience through increasing the ability of communities to connect and support each other through both opportunity and adversity; and
- promote social cohesion and community harmony by empowering communities to identify and provide local solutions to local issues and support their people to improve their wellbeing.

The intended outcomes of the MUSTER initiative are that:

- communities will be strong, resilient and cohesive including in tough times and emergencies;
- transformation will take place at the community level with changes made in the systems and structures that help to shape people's lives; and
- communities will be better connected and people will participate socially and economically and thrive in well-functioning communities.

In undertaking this Activity, you will ensure that community spaces are sufficiently developed to deliver events and initiatives that will foster cultural communities' social, economic and sporting life in the Northern Territory. By doing so, improved amenities will help communities enjoy the use and benefit of shared community spaces that can accommodate their cultural needs and in turn, support their full participation in community life in Australia.

The objectives of the Activity are to:

- ensure multicultural communities have updated communal spaces that will support their members to be strong, resilient and cohesive, including in tough times and emergencies;
- foster transformation at the community level through updated amenities that will encourage changes to the systems and structures that shape the lives of multicultural communities;
- develop facilities to support communities to be better connected and to participate socially and economically and thrive in well-functioning communities;
- assist Northern Territory multicultural services and community groups to improve their existing amenities so that they can increase their access to and participation in social, economic and sporting life in the Northern Territory of Australia; and
- encourage Northern Territory multicultural services and community groups to develop and use communal spaces to host events and/or gatherings.

The intended outcomes of the Activity are:

- improved amenities help communities enjoy the use and benefit of shared community spaces that can accommodate their cultural needs; and
- existing Northern Territory Multicultural services or community groups are able to fully participate in social, economic and sporting life in the Northern Territory.

Costs the grant can be used fall into three project categories:

Buildings:

- upgrade existing amenities, including improved access (e.g ramps and access doors)
- provision of external shade areas (covered play areas)
- lighting/security/fencing
- environmentally friendly additions (solar panelling)
- barbeque and picnic facilities.

Mobile Amenities:

- mobile catering facilities such as a food van
- mobile stages
- sound and lighting equipment.

Online Amenities:

- video conferencing facilities
- websites and other online presence.

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

## 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 Activity Work Plan. | The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard. |
| Not Applicable   | Not Applicable  |

## Location Information

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

|    | Location Type | Name | Address |
|----|---------------|------|---------|
| 1. |               |      |         |

## 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] and ends on [Activity End Date], which is the **Activity Completion Date**.

The Agreement ends on [Program schedule completion date] 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) |
|----------------|----------------------------------|
| 2020-2021      |                                  |

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>BSB Number</b>            |  |
| <b>Financial Institution</b> |  |
| <b>Account Number</b>        |  |
| <b>Account Name</b>          |  |

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 (if applicable) | Total (incl. GST if applicable) |
|-------------------------------|------------------|--------------------|---------------------|---------------------------------|
| Full payment of 2020-21 funds | On execution     |                    |                     |                                 |
| <b>Total Amount</b>           |                  |                    |                     |                                 |

## 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.

| <b>Milestone</b>           | <b>Information to be included</b>   | <b>Due Date</b>   |
|----------------------------|---|-------------------|
| Activity Work Plan         | Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2                    | 31 August 2021    |
| Activity Work Plan Report  | A report with compliance or other reporting as set out in Item E.5  | 30 January 2022   |
| Final Report               | A report of outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4 | 30 September 2022 |
| Financial Acquittal Report | Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3  | 30 September 2022 |

### E.1 Performance Reports

None Specified

### E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

OR

None Specified

### E.3 Financial Acquittal Reports

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.4 Other Reports

### Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template provided by us.

## F. Party representatives and address for notices

### Grantee's representative and address

|                                      |  |
|--------------------------------------|--|
| <b>Grantee's representative name</b> |  |
| <b>Position</b>                      |  |
| <b>Business hours telephone</b>      |  |
| <b>E-mail</b>                        |  |

### Commonwealth representative and email address

|                                 |  |
|---------------------------------|--|
| <b>Business hours telephone</b> |  |
| <b>E-mail</b>                   |  |

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.

|                             |  |
|-----------------------------|--|
| <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 [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.