



Australian Government

Department of Agriculture

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Agriculture

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 Agriculture
18 Marcus Clarke Street, CANBERRA ACT 2601
ABN 24 113 085 695

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:

Enable delivery of the objective of the Murray-Darling Basin Economic Development Program (the program), and as specified in the Murray-Darling Basin Economic Development Program Guidelines dated 31 January 2019 and available at <http://www.agriculture.gov.au/water/mdb/programs/basin-wide/edpgrants>.

The objective of the program is to assist eligible communities to undertake economic development projects to respond to the impact of water recovery activities under the Murray-Darling Basin Plan. The outputs of the program are the number of jobs created as a result of the economic development projects and the number of projects supporting activities that continue after the end of the projects.

The economic development projects will assist with:

- (a) increasing the capacity of communities to diversify and strengthen local economies;
- (b) enhancing the resilience of communities to manage current and future economic challenges and changes; and
- (c) increasing opportunities for employment within communities.

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 Murray-Darling Basin Economic Development Program.

Murray-Darling Basin Economic Development Program

B. Activity

The Activity of this Agreement is to deliver an economic development project to achieve the objectives of the program as outlined in Item A and as specified in the Murray-Darling Basin Economic Development Program Guidelines.

The Grantee will deliver the Activity in the Activity Work Plan at Attachment A:

- (a) in accordance with the requirements of this Agreement, including the Activity Work Plan; and
- (b) otherwise consistently with the Murray-Darling Basin Economic Development Program Guidelines dated 31 January 2019, unless otherwise specified.

Subject to the Grantee's compliance with its obligations under this Agreement, including completion of all relevant Milestones to the Commonwealth's satisfaction, the Grant will be paid in instalments by the Commonwealth in accordance with the Milestones set out in the Activity Work Plan, and the payment table below.

The Final Report must be completed to the satisfaction of the Commonwealth. This report will be a public document placed on the website of the relevant Department representing the Commonwealth under the Agreement.

The Grantee must only use the Grant to cover the costs of the activities specified in the Activity Work Plan (including the Activity Budget set out in that plan) and incurred from the Activity Start Date and until the Activity Completion Date specified at item C of this Agreement.

The Grant includes any interest the Grantee earns on the money deposited in the nominated bank account. This interest will be utilised as part of the funding provided for the Activity and the Commonwealth will adjust future milestone payments to account for any interest earned and used.

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 Activity Work Plan has been completed to the Commonwealth's satisfaction.

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.	I	

C. Duration of the Grant

The Activity starts on 1 September 2019.

The Activity (other than the provision of any final reports) ends on 30 April 2022, which is the Activity's Completion Date.

The Agreement ends on 30 November 2022 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)
2019-20	
2020-21	
2021-22	

*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	

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Payment of 2019-20 funds on Execution of the Agreement				
Payment of 2019-20 funds subject to the				

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
milestone table in the Activity Work Plan				
Payment of 2020-21 funds subject to the milestone table in the Activity Work Plan				
Payment of 2020-21 funds subject to the milestone table in the Activity Work Plan				
Payment of 2021-22 funds subject to the milestone table in the Activity Work Plan				
Payment of 2021-22 funds subject to the milestone table in the Activity Work Plan				
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 detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2	1 September 2019
Final Report	A Final Report against the Activity Work Plan, compliance or other reporting as set out in Item E.5	
Financial Acquittal Report	Independently audited financial acquittal report for the Activity Work Plan, for costs incurred from Activity Start Date to the Activity Completion Date as per Item E.4	

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan as negotiated between the Commonwealth and the Grantee in executing this Agreement and varied from time to time as agreed in writing by both parties during the life of the Agreement. The Activity Work Plan specifies the Activity Details, deliverables, timeframes for delivery and

measures of achievement including a budget or other administrative controls intended to help manage activity risks. The Activity Work Plan forms part of the Agreement.

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

Independently Audited Financial Acquittal Report

The Grantee must provide an independently audited financial acquittal report for the total amount funded including any interest earned under this Grant Agreement covering the Activity in the Activity Work Plan. The Report will include a statement verifying the Grant has been spent in accordance with this Agreement.

E.5 Other Reports

Final Report

For the purposes of this Agreement, a Final Report means a document to be completed by the Grantee for the Activity Work Plan, on a template provided by the Commonwealth.

The Final Report must include the following information:

1. A short executive summary of the Activity relating to the Activity Work Plan;
2. A short description of how the Activity was implemented;
3. Photographic or other evidence of the completion of the Activity;
4. An overview of the successes and failures (if any) of the Activity which addresses the following:
 - any outcomes which exceeded expectations, or additional positive outcomes that were beyond the original Activity;
 - any issues which affected capacity of the organisation to deliver the Activity
5. Details on how the Activity has:
 - affected employment (both permanent and casual) including by providing figures for pre-Activity versus post-Activity employment levels, including by providing approximate figures regarding the origin of subcontractors and equipment sourced for the Activity (ie. local/nearby town, within 100 km; greater than 100 km but within the State/Territory; or interstate. Figures must be provided on:
 - Jobs created during the project phase; split into full time direct and indirect jobs (or percentages of full time jobs)
 - Jobs created that will be ongoing after the project phase; split into full time direct and indirect jobs (or percentages of full time jobs)
 - contributed or will contribute to local and regional benefits, including a list of the enduring benefits created by the project;
 - where relevant, stimulated Indigenous engagement by providing Indigenous Australians with more opportunities to participate in the economy; and
 - had any other social or economic impacts not covered in the above points and will also be subject to any additional details as specified in the Activity Work Plan.

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 Agriculture, ABN 24 113 085 695 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.