



**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 Schedule ID:</b>	

### A. Purpose of the Grant

The purpose of the Grant is to:

Improve outcomes for Australian women in six key focus areas, including: women's job creation; women's economic security; women's workforce participation; women's leadership; women's safety; and international engagement.

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 Women's Leadership and Development program.

SAMPLE

[Activity Title - Activity ID]

**B. Activity**

This grant opportunity supports projects that achieve tangible improvements in outcomes linked to the achievement of all, one, or a combination of the key priority areas of the Women’s Leadership and Development Program (WLDP), noting International Engagement will not form part of this grant opportunity.

Funding is provided for you to undertake the activity in adherence of the requirements outlined in the Office for Women Women’s Leadership and Development Program Project Grants Grant Opportunity Guidelines 1.02 13 10 2020.

**Activity Work Plan**

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.

**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	
2021–2022	
2022–2023	
2023–2024	

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	To be confirmed			
Half yearly payment of 2021–22 funds	13 July 2021			
Half yearly payment of 2021–22 funds	1 December 2021			
Half yearly payment of 2022–23 funds	12 July 2022			

<b>Milestone</b>	<b>Anticipated date</b>	<b>Amount (excl. GST)</b>	<b>GST (if applicable)</b>	<b>Total (incl. GST if applicable)</b>
Half yearly payment of 2022–23 funds	1 December 2022			
Half yearly payment of 2023–24 funds	11 July 2023			
Half yearly payment of 2023–24 funds	1 December 2023			
<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	Within six weeks after the start of an Activity and ensure it is put in chronological date order
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.3	31 October 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	30 January 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	30 January 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	30 January 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	31 October 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024



## 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.

## E.3 Financial Acquittal Reports – will be one of the following options

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.

**OR**

### **Non-Audited Financial Acquittal Report**

You are required to provide a non-audited financial acquittal report for each financial year funded under this Grant Agreement covering the Activity(ies) in this Schedule.

A non-audited financial acquittal report is an income and expenditure statement from the grant recipient stating that grant funding was spent to perform the Activity(ies) as set out in the grant agreement. If relevant, the grant recipient must include in the statement the details of any unspent funds. Non-audited financial acquittals must be certified by the Board, Chief Executive Officer or an authorised officer of the Organisation.

**OR**

### **Audited Financial Acquittal Report**

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity(ies) in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

## E.4 Other Reports

### **Activity Work Plan Report**

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you and must include progress against the deliverables and performance indicators identified in the Activity Work Plan.

### **Final Report**

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with us. The report must:

- identify if and how outcomes have been achieved;
- include the agreed evidence as specified in the Activity Work Plan; and
- identify the total eligible expenditure incurred.

## 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.

SAMPLE

<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.