



Australian Government

**Sample Commonwealth
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 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:	
Program Schedule ID:	

A. Purpose of the Grant

The purpose of the Grant is to provide free and independent financial counselling to eligible farmers, fishers, foresters and small related businesses who are experiencing or at risk of financial hardship.

The Rural Financial Counselling Service (RFCS) is an Australian Government program and is principally funded by the Australian Government, with additional funding provided by the states and territories for their respective services.

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 RFCS Program.

Rural Financial Counselling Service – Activity ID

B. Activity

The RFCS assists Eligible Clients and aims to:

- transition clients out of financial crisis
- improve clients' business profitability or facilitate a dignified exit; and
- improve clients' financial well-being and resilience.

Through the RFCS Program, financial counselling is provided free of charge to Eligible Clients, however, mutual obligations apply and Eligible Clients are expected to:

- actively engage with their counsellor, with case managed clients demonstrating their willingness to consider longer term business changes;
- increase their understanding of their business's financial situation and alternative opportunities to improve their financial position;
- increase their financial and business skills, knowledge and competence to reassess and/or establish their medium to long-term business goals and strategies; and
- start implementing these strategies to be on a trajectory to either improve their business's profitability and viability, to pass the business onto a successor, or to sell their business.

The Grantee will enable these changes through case management and effective and efficient client engagement. The Grantee will deliver the Activity on a not-for-profit basis.

The Grantee is required to perform the Activity as described in this Item B.

In performing the Activities, the Grantee is **required** to:

- a. employ and manage suitably qualified rural financial counsellors and support staff;
- b. provide free rural financial counselling to Eligible Clients (with a focus on the case management approach), including:
 - i. helping clients to understand their business situation and underlying problems;
 - ii. supporting clients to come to terms with their situation and feel in control of their future;
 - iii. discussing options and longer term goals to improve clients' financial position;
 - iv. developing clients' financial knowledge, skills, confidence;
 - v. engaging clients in the decision-making process;
 - vi. developing business plans/strategies for clients and supporting implementation of these through monitoring client progress;
 - vii. helping clients to apply for government programs and other assistance that will support the path back to self-sufficiency;
 - viii. representing and advocating for Eligible Clients rights/needs (i.e. negotiations or mediation with banks and creditors);
 - ix. assisting clients to prepare for meetings with other professionals; and
 - x. referring clients to broader professional advice and support.

In performing the Activities, the Grantee **cannot**:

- a. provide:
 - i. rural financial counselling or other services to individuals who are not Eligible Clients;
 - ii. advice on estate or succession planning;
 - iii. advice on accounting, taxation or legal aspects of a client's enterprise;
 - iv. advice on debt agreement administration under the *Bankruptcy Act 1966* (Cth)
 - v. family, social or emotional counselling;
 - vi. technical advice for clients' enterprises;
- b. recommend particular options or influence an Eligible Clients' decision on using particular financial products;
- c. support any commercial activities associated with the Eligible Client's business;
- d. charge any form of payment for providing counselling – this includes receiving in-kind payments, or charging for any expenses associated with delivery of services; or
- e. to complete any sections of client documentation (i.e. succession plans, application forms etc.) where legal, financial, accounting or taxation advice is required.

Use of Grants

The Grantee **must** ensure the Grant is only used for the delivery of financial counselling and related services in a Predefined Service Region(s); and the expenditure is incurred on the Activity between the Activity Start Date and Activity End Date.

The Grantee **must** use the Grant for:

- a. salaries for rural financial counsellors and support staff, including superannuation and leave provisions;
- b. direct support costs of delivering the Activity, including office costs, utility costs, accounting and financial audit activity costs;
- c. capital items, such as equipment necessary for delivering the Activity (for example, desks, IT equipment etc) and vehicles;
- d. costs associated with professional development for staff; and
- e. marketing and promotion of the RFCS Program and services.

The Grantee **must not** use the Grant:

- a. to purchase land;
- b. for major capital expenditure, such as building or renovating new office accommodation;
- c. to cover retrospective expenditure incurred before 1 July 2021;
- d. to pay performance bonuses or increase staff salaries excessively;
- e. for costs incurred in the preparation of a grant application or related documentation;
- f. for overseas travel;
- g. for wages or other staff costs not directly associated with the Activities;
- h. for the cost of communication activities not directly associated with the Activities; and
- i. to support any commercial activities associated with the grantee's business.

Client surveys

The Grantee must facilitate clients with completing the client surveys. Eligible Clients are expected to complete surveys on a regular basis throughout their participation in the RFCS Program, including on whether client outcomes are being met, and to determine a client's satisfaction with the service.

Promotion of the RFCS Program

The Grantee must promote the Activity so relevant stakeholders, including potential clients, local council and referral sources, are aware that the service is available and how it can support clients to improve their financial circumstances.

Ceasing of operations

The Grantee must make provision in its accounts and Budget, to a level satisfactory to the Commonwealth, to use funding for expenses or liabilities accrued during the term related to the ceasing of operations that are expected to be incurred at the end of or after the Activity. This includes ensuring that in the event of ceasing of operations, there is sufficient funding for the payment of any employee entitlements accrued over the term available for the payment of employee entitlements.

B.2 Activity Work Plan

The Grantee must submit a completed Activity Work Plan on the template provided with the Grant Agreement. An Activity Work Plan will be used to outline the specific grant requirements. The Activity Work Plan documents planned deliverables, milestones and outputs for the funded project. The Activity Work Plan will correspond with the activities outlined in the Grantee's grant application for the program.

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. Other monitoring, evaluation and assurance activities, including performance expectations, will be outlined in the Monitoring Evaluation and Assurance Framework.	The Commonwealth and Grantee agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

Service Area Information

The Activity will service by the following business in the service area:

	Organisation Name	Service Area
1.		

C. Duration of the Grant

The Agreement starts 30 March 2021. The Rural Financial Counselling Activity starts on 1 July 2021 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 September 2024 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, and \$[Overall Activity Value for all financial years including GST]

A break down by Financial Year is below:

Financial Year	Amount (excl. GST)	Amount (inc. GST)

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	

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)
Half yearly core payment of 2021–22 funds subject to the acceptance of the Activity Work Plan.	13 July 2021	\$	\$	\$
Half yearly core payment of 2021–22 funds	1 December 2021	\$	\$	\$
Half yearly core payment of 2022–23 funds	12 July 2022	\$	\$	\$
Half yearly core payment of 2022–23 funds	1 December 2022	\$	\$	\$
Half yearly core payment of 2023–24 funds	11 July 2023	\$	\$	\$
Half yearly core payment of 2023–24 funds	1 December 2023	\$	\$	\$
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.

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 Commonwealth and captured in an Activity Work Plan as per Item E.2	30 April 2021
Activity Work Plan Reports	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	Quarterly reports will be due starting 15 October 2021, with following reports due January, April, July and onwards. Annual spending intention and income declaration will due from 15 May 2022
Annual Report 1	The annual report includes: <ul style="list-style-type: none">a Financial Declaration from 1 July 2021 to 30 June 202 as per Item E.3other requirements as per Item E.4	30 September 2022
Annual Report 2	The annual report includes: <ul style="list-style-type: none">a Financial Declaration from 1 July 2022 to 30 June 2023 as per Item E.3other requirements as per Item E.4	30 September 2023
Transition Plan	The Transition Plan will detail how the Grantee plans to finalise the Activity as per Item E.4.	30 April 2024
Final Report	The final report includes: <ul style="list-style-type: none">a Financial Declaration from 1 July 2023 to 30 June 2024 as per Item E.3other requirements as per Item E.4	30 September 2024

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between the Grantee and the Commonwealth from time to time as agreed by both parties during the life of the Agreement. Using the 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. It may also include details about the transition to commence the Activity so that clients can be serviced from 1 July 2021. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

E.3 Financial Declaration

Financial Declaration

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 the Grantee's Board, with authority to do so verifying that funding has been spent on the Activity 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 the Grantee, on a template or system provided by the Commonwealth.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Activity Work Plan Reports will include:

Quarterly report

Provided quarterly, starting in October 2021, this will outline:

- the Grantee's full-time equivalent (FTE) staffing profile, including the funding source for each staff member and professional development status (including Diploma progress)
- progress on any requirements outlined in Activity Work Plan items.

Annual spending intention and income declaration

Provided annually, starting in May 2022, this will include information on:

- funding sources for the program, including contributions from the Commonwealth and state/territory governments, and any other sources of income
- any funds that have not been allocated for expenditure within the financial year.

Annual Report

For the purposes of this Agreement, an Annual Report means a document to be completed by the Grantee, on a template provided by the Commonwealth. The annual report includes:

- a Financial Declaration from 1 July 2021 to 30 June 2022 as per Item E.3
- independently audited general purpose financial statements (appropriate to the type of organisation delivering the Rural Financial Counselling Service) and against Board-approved budgeted categories (that may contain additional detail to the Commonwealth-approved annual budget) and an independently audited funding acquittal;
- a current copy of the register of Assets
- evidence of the Grantee's progress toward completion of agreed activities and outcomes
- client case studies and other information on promotional activities

The template will include requirements for a summary of the activities/actions undertaken, outcomes and achievements.

Transition Plan

For the purposes of this Agreement, a Transition Plan means a document to be completed by the Grantee, on a template provided by the Commonwealth. The Transition Plan will detail how the Grantee plans to finalise the Activity. It must provide information on:

- staff and their provisions
- assets and funding position
- client records and
- risks, particularly those associated with client services.

If the Grantee is continuing to deliver the Activity in a new funding round, it must also specify how it will manage the adoption of new program design requirements (if applicable).

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by the Grantee, on a template provided by the Commonwealth. The final report includes:

- a Financial Declaration from 1 July 2021 to 30 June 2022 as per Item E.3
- independently audited general purpose financial statements
- evidence of the Grantee's progress toward completion of agreed activities and outcomes
- client case studies and other information on promotional activities

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	
Position	
Business hours telephone	
E-mail	

Commonwealth representative and email address

Business hours telephone	
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.

SAMPLE

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

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 Commonwealth Representative)

(Signature of Commonwealth Representative)

.../.../.....

(Position of Commonwealth 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 the Grantee is an **incorporated association**, it 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, the Grantee should be prepared to provide evidence of this authorisation upon request.
- If the Grantee is a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix the Grantee's **Company Seal**, if required by the Grantees Constitution.
- If the Grantee is 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 the Grantee's **Company Seal**, if required by the Grantees Constitution.
- If the Grantee is 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 the Grantee is an **individual**, it must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If the Grantee is 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 the Grantee is 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 XXXX Trust' could be included at the end of the name.