



Australian Government

Department of Social Services

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Social Services
and
[Organisation Legal Name]

Sample - For Information Only

Grant Agreement [Agreement Id]

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 Social Services
71 Athllon Drive, GREENWAY ACT 2900
ABN 36 342 015 855

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:

Grow the NDIS market and workforce in capacity and capability to meet the needs of NDIS participants.

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 Jobs and Market Fund program.

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B. Activity

Consistent with the objectives and outcomes of the JMF as a whole, projects funded under the JMF Round 1 will demonstrate positive outcomes for market and workforce growth through investment in strategic evidence based projects that build an effective disability services market and workforce.

Outcomes of the JMF must contribute to the growth of an effective disability services market and workforce comprising the following ultimate outcomes:

- Participants exercise choice and control.
- Participants receive reasonable and necessary supports where and when they need them.
- NDIS providers are delivering supports and services efficiently and sustainably.
- NDIS providers are able to access the workforce needed to meet participant demand.

The Grantee must publish online the items listed below using an open source licence to allow third parties to use, reproduce, publish, disseminate, modify and adapt the material for any commercial or non-commercial purpose:

[using dot points, insert description of what must be published]

This section will be populated at time of contract according to project deliverables.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure

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 XXX.

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

The Agreement ends on XXX 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)
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*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	

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	Total (incl. GST)
Total Amount				

Invoicing

TBC

Taxes, duties and government charges

TBC

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

E.1 Performance Reports

TBC

E.2 Activity Work Plan

TBC

E.3 Annual Report

TBC

E.4 Accounting for the Grant

TBC

E.5 Other Reports

TBC

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 9820 CANBERRA 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.

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 Social Services, ABN 36 342 015 855 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 [Organisation Legal Name], ABN [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.

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