



Australian Government

Department of Veterans' Affairs

Community Grants Hub
GPO Box 9820
ADELAIDE SA 5001

Dear

Letter of Agreement

I am writing to offer you, **Grantee Name**, **Grantee Name ABN**, an Australian Government Grant under the Veteran and Community Grants program. The offer is for a Grant of \$**XXX** total, excluding \$**XXX** GST, (the 'Grant') to undertake the Grant Activity **XXX** as set out in the attached Grant Schedule.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of Veterans' Affairs, ABN 23 964 290 824 in relation to the Grant, please sign the attached Grant Schedule and send or email a scanned copy to the address below by **XXX**, otherwise this offer will lapse.

Provided the signed copy of the Grant Schedule is received by the Commonwealth by this date, this letter and the Grant Schedule will form a legally enforceable agreement in relation to the Grant.

Please send or email a scanned copy of the signed and completed Grant Schedule to:

Community Grants Hub
GPO Box 9820
ADELAIDE SA 5001
DVA.manage@communitygrants.gov.au

If you have any questions about this offer, please contact **XXX**

Yours sincerely

Grant Schedule

Organisation Id:	
Agreement Id:	
Schedule Id:	

Grant

The amount of the Grant is \$XXX total, excluding \$0.00 GST.

Grant Information				
Milestone	Anticipated Date	Amount (excl. GST)	GST	Total (incl. GST)
Full Payment of 2019-20 funds	On Execution			
Total Amount				

Payment will be made upon signing of the Letter of Agreement or as otherwise agreed by both parties. If applicable a Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation SACS payment may be made separately.

Invoicing

None Specified

Taxes, duties and government charges

The Australian Taxation Office advises that DVA grants are considered a Financial Assistance Payment and so they are not subject to GST.

Subject to the Grantee's compliance with this Agreement, payment(s) will be made into the following bank account:

Your bank account details	Financial Institution	
	BSB	
	Account Number	
	Account Name	

The Grant must be 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).

Grant Activity

Activity Information	
Activity Name	
Activity Start Date	
Activity End Date	

**Activity Details
(what you must do)**

You warrant that you have the power to enter into this Agreement to deliver the funded Activity.

Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must ensure they comply with all State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person (including a Police Check if required).

The Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause remain current for the duration of their involvement in the Activity.

Definition of 'Vulnerable Person':

- (a) an individual under the age of 18; or
- (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

You do not have to acquit/report on how you spend the money unless the Community Grants Hub on behalf of the Department of Veterans' Affairs (DVA) asks you to. If asked, the Community Grants Hub on behalf of DVA will require you to provide proof of purchase and to allow the Australian Government's auditors to look at your records.

The original receipts showing what you have bought are required as proof and must be kept for five years.

The Activity must align with your proposal in your relevant application and the approved funded items below:

Approved Items/Activity



Australian Government

Department of Veterans' Affairs

Other conditions

1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

The Grantee agrees to notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement (if requested), in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

6. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant and to make them available to the Commonwealth on request.

8. Privacy

When dealing with Personal Information (as defined in the Privacy Act 1988) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the Privacy Act 1988.

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence for the Commonwealth to use, reproduce, publish and adapt all material that is provided to the Commonwealth under this Agreement.

10. Confidentiality

The parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

11. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

13. Dispute resolution

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

14. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

Signatures

Organisation ID	
Agreement ID:	

Executed as an agreement:

Grantee Name, ABN **Grantee ABN** (the 'Grantee') agrees to use the Grant to undertake the Grant Activity in accordance with this letter and the Grant Schedule, which together form the Agreement between the Grantee and the Commonwealth in relation to the Grant.

Grantee:

Signed for and on behalf of Grantee Name, Grantee 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)/.....

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Veterans' Affairs, ABN 23 964 290 824 in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

...../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of 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**, a partner must be a signatory in the presence of a witness.
- 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.