**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by

Department of Social Services

and

[Organisation Legal Name]

# 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 build the capability and capacity of the service system by training frontline workers to better recognise and respond to all people who experience sexual violence. Frontline workers receive disclosures of sexual assault; however, many are not adequately trained to respond appropriately to people who disclose.

Sexual violence may form part of family and domestic violence or as a standalone form of violence, and requires specific and specialised skills, capabilities and responses from frontline workers. These workforces could also work with clients to provide crisis support or referrals, or assist with recovery.

The expected outcomes of the grant program are:

* increased capability and capacity of frontline workers to respond to victims of sexual violence in a supported, rights-based, and autonomous fashion:
	+ participants demonstrate increased understanding of all forms of sexual violence
	+ participants have increased capacity and capability to respond to and support people affected by sexual violence
	+ participants are able to respond in culturally appropriate ways
	+ people understand and respond appropriately to the complexities of sexual assault of women with disability
	+ participants are equipped with practical techniques that enable them to tailor their responses to the needs and experience of people affected by violence, whether the sexual violence was perpetrated as a standalone form of violence and/or in a domestic and family violence setting
	+ victims of sexual violence are not re-traumatised by the act of seeking help.
* building the capacity of frontline workers to respond to victims of sexual violence leads to improved service system responses for priority cohorts:
	+ Aboriginal and Torres Strait Islander people affected by sexual violence have access to workers who can support them in culturally appropriate ways
	+ people affected by sexual violence in culturally and linguistically diverse (CALD) communities have access to workers who can support them in culturally appropriate ways
	+ people affected by sexual violence in rural, regional and remote areas have access to workers who can support them
	+ people with disability affected by sexual violence have access to workers who can support them.
	+ people with diverse sex, sexuality and gender are able to access workers who can support them.

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 National Initiatives program.

# B. Activity

You must:

Develop and deliver free accredited training for sexual violence responses for frontline workers that may interact with individuals or communities affected by sexual violence.

The training package must:

* be trauma-informed and underpinned by a rigorous evidence base
* comply with relevant standards
* be accredited by the Australian Skills and Quality Authority (ASQA)
* be delivered through face-to-face or online courses or any combination of delivery modes that meet the needs of identified users as determined through consultation with stakeholders
* comply with the requirements of the Digital Transformation Agenda (for online training)
* be able to be delivered across Australia; metropolitan, regional, rural and remote areas.
* be tailored to the needs of Australia’s diverse community, including but not limited to:
* Aboriginal and Torres Strait Islander people
* people from culturally and linguistically diverse backgrounds
* people with disability
* people with diverse sex, sexuality and gender
* young people
* elderly people
* people living in rural, regional and remote areas
* cover all forms of sexual violence
* address the context of the sexual violence experienced by victims, such as
* strangers
* acquaintances
* within a domestic and family violence situation
* be accessible to frontline workers that may interact with individuals or communities affected by sexual violence, including:
* specialist family, domestic and sexual violence organisations
* health practitioners
* allied health
* the community sector

In developing and delivering the training package you must:

* undertake research and evaluation of the training package to support, inform and improve the development and delivery of the training.

## 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** |
| --- | --- | --- | --- |
|  |  |  |  |

## Service Area Information

The Activity will service the following service area/s:

|  | **Type** | **Service Area** |
| --- | --- | --- |
|  | National | Australia |

**C. Duration of the Grant**

The Activity starts on 26 November 2019.

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

The Agreement ends on 31 October 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 | $1.231 million |
| 2020-21 | $1.618 million |
| 2021-22 | $1.645 million |

\*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)** |
| --- | --- | --- | --- | --- |
| Payment of 2019‑20 funds | TBC |  |  |  |
| First payment of 2020‑21 funds subject to acceptance of key deliverables in the Agreed Activity Work Plan negotiated with the Department as per Item E.2 | TBC |  |  |  |
| Second payment of 2020‑21 funds subject to … | TBC |  |  |  |
| First payment of 2021‑22 funds subject to… | TBC |  |  |  |
| Second payment of 2021‑22 funds subject to … | TBC |  |  |  |
| **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** |
| --- | --- | --- |
| Activity Work Plan | Agreed Activity Work Plan negotiated with the Department as per Item E.2  | TBC |
| Performance Report | Performance Report 1 - A report with progress against the agreed Activity Work Plan, as set out in Item E.1 for the period from execution to 31 March 2020  | TBC |
| Performance Report | Performance Report 2 - A report with progress against the agreed Activity Work Plan, as set out in Item E.1 for the period 1 April 2020 to 30 June 2020  | TBC |
| Performance Report | Performance Report 3 - A report with progress against the agreed Activity Work Plan, as set out in Item E.1 for the period 1 July 2020 to 31 December 2020  | TBC |
| Performance Report | Performance Report 4 - A report with progress against the agreed Activity Work Plan, as set out in Item E.1 for the period 1 January 2021 to 30 June 2021  | TBC |
| Performance Report | Performance Report 5 - A report with progress against the agreed Activity Work Plan, as set out in Item E.1 for the period 1 July 2021 to 31 December 2021  | TBC |
| Performance Report | Performance Report 6 - A report with progress against the agreed Activity Work Plan, as set out in Item E.1 for the period 1 January 2022 to 30 June 2022  | TBC |
| Final Report | Final Report as set out in Item E.5  | TBC |
| Financial Acquittal Report  | Final Financial Report as per Item E.4  | TBC |

## E.1 Performance Reports

Six monthly Performance Report on the Activity that outline the activities and the deliverables agreed to in the Activity Work Plan that have been completed to date.

## 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 9820CANBERRA 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.

TBC

# 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, ABN36 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.