

Commonwealth Simple Grant Agreement

between the Commonwealth represented by
Department of Veterans' Affairs
and
Grantee

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth General 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	
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 Department of Veterans' Affairs
Gnabra Building, 21 Genge Street, CIVIC ACT 2601
ABN 23 964 290 824

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 (if any);
- (c) the General 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:

Acknowledge and commemorate the service and sacrifice of the men and women who served Australia and its allies in wars, conflicts and peace operations.

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 *Saluting Their Services* Commemorative Grants Program.

Grant Title – XXX

B. Activity

B.1 Warranty

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

In carrying out the Activity, you must:

- a) Comply with any codes of ethics, regulations or other industry standards relevant to the Activity;
- b) Comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs;
- c) Comply with any Commonwealth or departmental policy notified to you in writing; including any new or altered Commonwealth or departmental policy;
- d) Acknowledge that the Grantee commenced work in relation to this Agreement, including the performance of the Activity, on XX; and
- e) Agree the Commonwealth General Grant Conditions of this Agreement apply on and from that date, and unless terminated earlier, expire on the Activity Completion Date.

B.2 Deliverables

Your Grant Activity must:

- directly commemorate the involvement, service and sacrifice of Australia's service personnel in wars, conflicts and peace operations;
- promote appreciation and understanding of the experiences of service and roles that those who served have played in shaping the nation; and/or
- add to the sum of knowledge on a particular topic or provide access to information about Australia's wartime heritage.

The project or activity must be commemorative of the service and sacrifice of service personnel beyond the local community, and/or consist of elements that are available to the whole nation, or residents of a state, territory, or regional area.

Funding for this Activity must only be spent on the approved funded item(s) listed below:

Approved funded item(s)

OR

B.2 Deliverables

Your Grant Activity must:

- directly commemorate the involvement, service and sacrifice of Australia's service personnel in wars, conflicts and peace operations;
- promote appreciation and understanding of the experiences of service and roles that those who served have played in shaping the nation; and/or
- add to the sum of knowledge on a particular topic or provide access to information about Australia's wartime heritage.

Your Grant Activity must be a project or activity which is focused on the local community, commemorates the service and sacrifice of local community members, and is primarily accessed by the local community.

Funding for this Activity must only be spent on the approved funded item(s) listed below:

Approved funded item(s)

Performance Indicators

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

Performance Indicator Description	Measure
Not Applicable	Not Applicable

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	Not Applicable	Not Applicable

C. Duration of the Activity

The Activity starts on Start Date

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

The Agreement ends on Completion Date 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 XX* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2019-20	

*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)
Full payment of 2019-20 funds	On Execution		\$0.00	
Total Amount			\$0.00	

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.

Taxes, duties and government charges

The Australian Taxation Office (ATO) advises that Department of Veterans' Affairs grants are considered a Financial Assistance Payment and as such, are not subject to GST.

Organisations Registered for GST:

In accordance with ATO advice, the grant you receive from DVA is not considered as a taxable supply, therefore, there is no need to remit any GST to the ATO. You may wish to claim an input tax credit through your BAS Statement to the ATO for any GST component of purchased items or services.

Organisations NOT Registered for GST:

The full amount, including any GST component that may be paid to a third party, will be included in the grant amount recommended. The total recommended grant amount is a GST free payment.

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
Final Report	A report of outcomes for the funded Activity as per Item E.5	
Financial Acquittal Report	Financial Acquittal covering the entire period of the Activity as per Item E.4	

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

None Specified

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

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.

E.5 Other Reports

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template provided by us.

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)	
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.

Signatures

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 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)

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

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)

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

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.