



Australian Government

Department of Social Services

Community Grants Hub
GPO Box 9820
BRISBANE QLD 4001
transitions@communitygrants.gov.au

Dear [XXXX]

Letter of Agreement

I am writing to offer you, [Program Schedule Organisation Legal Name], [Program Schedule Organisation ABN], an Australian Government Grant under the Disability and Carer Support program. The offer is for a Grant of [\$XXXX] total, excluding GST, (the 'Grant') to undertake the Grant Activity National Disability Conference Initiative – [Activity ID] as set out in the attached Grant Schedule.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of Social Services, ABN 36 342 015 855 in relation to the Grant, please sign the attached Grant Schedule and send or email a scanned copy to the address below by [date], otherwise this offer will lapse.

Provided the signed copy of the Grant Schedule is received by the Commonwealth by this date, this letter, the Grant Schedule and the Commonwealth Letter of Agreement Conditions 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:

[XXXXX]
Community Grants Hub
GPO Box 9820
BRISBANE QLD 4001

For all enquiries relating to this offer please contact [XXXXX], on [XXXXX], or email [XXXXX].

Yours sincerely

[Internal Signatory]

[date]

Grant Schedule

Organisation Id:	
Agreement Id:	
Schedule Id:	

Grant

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

Grant Information				
Milestone	Anticipated Date	Amount (excl. GST)	GST	Total (incl. GST)
Full payment of 2020-21 funds	1 July 2020			
Total Amount				

Payment will be made upon signing of the Letter of Agreement or as otherwise agreed by both parties.
If applicable a SACS payment may be made separately.

Invoicing

None Specified

Taxes, duties and government charges

GST Provisions – you are a Government Related Entity

- In this clause:
 - the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**' and '**decreasing adjustment**' have the same meaning as given in the GST Act; and
 - '**receiver of the supply**' has the same meaning as the term 'recipient' has in the GST Act.
- The parties have entered into this Agreement on the understanding that:
 - the parties are both 'government related entities' as defined in the GST Act; and either:
 - the payment of the Grant:
 - is covered by an appropriation under an Australian law; and
 - is calculated on the basis that the sum of the Grant and anything else that you receive from us in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed your anticipated or actual costs of making those supplies; or
 - the payment of the Grant is a kind of payment specified in regulations made for the purposes of s.9-17 of the GST Act.
- On the basis of the matter described in clause 2, the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.
- You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.
- If, despite clauses 2 and 3, one party ('supplier') makes a taxable supply to the other party ('receiver of the supply') under this Agreement the receiver of the supply will pay without set-off, on provision

of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

6. No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
7. The parties acknowledge and agree that each Party:
 - (a) has quoted its Australian Business Number to the other; and
 - (b) must tell the other of any changes to the matters covered by this clause.
8. This clause survives the expiry or termination of this Agreement or any aspect of it.

OR

GST Provisions – you are registered or required to be registered for GST

1. In this clause:
 - (a) the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (b) the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**', '**decreasing adjustment**' and '**adjustment note**' have the same meaning as given in the GST Act; and
 - (c) the term '**RCTI**' means a 'recipient created tax invoice' as defined in the GST Act. For the purpose of this Agreement, an RCTI is a tax invoice belonging to a class of tax invoices that the Australian Commissioner of Taxation has determined in writing may be issued by the receiver of the supply; and
 - (d) '**receiver of the supply**' has the same meaning as the term 'recipient' has in the GST Act.
2. You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.
3. If one party ('**supplier**') makes a taxable supply to the other party ('**receiver of the supply**') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice or RCTI, an additional amount to the supplier equal to the GST imposed on the supply in question.
4. If an amount on account of GST has been included in the consideration for a supply under this Agreement, the amount of GST is as specified in this clause.
5. If an amount on account of GST has been included in the consideration for a supply under this Agreement and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.
6. No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
7. The parties acknowledge and agree that each party:
 - (a) is registered for GST purposes;
 - (b) has quoted its Australian Business Number to the other; and
 - (c) must tell the other of any changes to the matters covered by this clause.
8. We (as the receiver of the supply) will issue RCTI(s) and any adjustment notes for any taxable supplies you make to us under this Agreement within 28 days of us determining the value of the taxable supplies in question.
9. You must not issue tax invoices or adjustment notes for taxable supplies you make to us under this Agreement.
10. Both parties must comply with the determination scheduled to GST Ruling 2000/10.
11. We will not issue RCTI(s) or adjustment notes for taxable supplies you make to us under this Agreement at any time that either Party fails to comply with any of the requirements in clauses 7 to 11.

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	National Disability Conference Initiative – [Activity ID]
Activity Start Date	1 July 2020
Activity End Date	30 June 2021
Activity Details (what you must do)	<p>Activity Objective:</p> <p>The National Disability Conference Initiative (NDCI) Activity is offered under the Disability and Carer Support Program (DaCS) and provides grants to help people with disability to participate in nationally-focused disability-related conferences held in Australia.</p> <p>The purpose of the NDCI is to assist eligible conference organisers to maximise the inclusion and participation of people with disability at nationally-focused, disability-related conferences in Australia.</p> <p>In undertaking this Activity you must:</p> <ul style="list-style-type: none"> • assist people with disability with the costs of attending conferences, (for example, conference fees, accommodation, travel for domestic participants); and/or • assist family members or carers providing support to a person with disability attending a conference (for example, with costs associated with conference fees, accommodation, travel for domestic participants); and/or • facilitate access so that people with disability can participate in conferences (for example, by funding accessible materials, Auslan interpreters, assistive computer devices or software, aids or appliances or other costs of ensuring venue accessibility). <p>Disability-related conferences are considered to be conferences for which at least half of the schedule focuses on people with disability and issues that affect the lifetime wellbeing and social participation of people with disability.</p> <p>A ‘nationally-focused’ conference is considered to be a conference:</p> <ol style="list-style-type: none"> (1) for which the majority of the conference schedule focuses on national (rather than state, local or regional) issues; and (2) which is open to participants from across Australia (rather than being restricted to participants in a particular state or territory). <p>You must provide us with a signed one page statement which includes:</p> <ul style="list-style-type: none"> • A brief summary of the conference (eg. conference purpose, where and when it was held, number of people with disability and carers that attended, total attendance, key conference outcomes); • How the funding was used and the outcomes it helped you achieve; and • Verification that the funding provided was spent in accordance with this Grant Agreement.

	<p>For conferences held prior to the execution of this Agreement, you must provide this statement within four weeks of the execution of this Agreement.</p> <p>For conferences held during or following the execution of this Agreement, you must provide this statement within four weeks of the conclusion of the conference.</p> <p>You agree to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described.</p>
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Performance Indicators		
The Activity will be measured against the following Performance Indicator/s:		
	Performance Indicator	Measure
1	N/A	N/A

The information listed below on location, service area and the attributed Department of Social Services Grant amounts will be used by us to provide reports, by region, on Department of Social Services Grants. The information may be published on a Commonwealth web site.

Any changes to the location or service area information must be advised to us in writing within thirty (30) business days of any change commencing and will be subject to our written approval.

Location Information			
You have advised that all or part of the Activity will be delivered from the location/s specified below:			
	Location Type	Name	Address
1			

Service Area		
You have advised that the Activity will service the service area/s specified below:		
	Type	Service Area
1		

Deliverables	
Description of Deliverable	Due Date
Signed, one page statement as outlined in the Activity Details for conferences held or due to be held.	31 July 2021
Financial Declaration from 1 July 2020 to 30 June 2021 to verify you have spent the Grant on the Activity in accordance with the Agreement, and specify any amount (if any) of the Grant that remains unspent.	31 July 2021

The Agreement will end once the Commonwealth accepts a signed statement from the Grantee that meets the requirements of clause 5 of the *Commonwealth Letter of Agreement Conditions*.

Signatures

Executed as an Agreement

Organisation ID	
Agreement ID:	

[Organisation Legal Name], ABN [Organisation 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 [Organisation Legal Name], [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)

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

Commonwealth:

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)

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

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.

Commonwealth Letter of Agreement 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, 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.