



Australian Government

Department of Agriculture

**Commonwealth
Simple Grant Agreement**

between
the Commonwealth represented by
Department of Agriculture

and

[Program Schedule Organisation Legal
Name]

Grant Agreement 4-CS70YTD

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 (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/postal) | |
| Relevant business place (if different) | |
| Telephone | |
| Fax | |
| Email | |

The Commonwealth

The Commonwealth of Australia represented by Department of Agriculture
18 Marcus Clarke Street CANBERRA ACT 2601
ABN 24 113 085 695

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:

Enhance and continue to build cooperation across agricultural, fisheries and forestry industries, strengthen the trading relationship, develop linkages and provide a forum for the exchange of scientific information between the Department of Agriculture and the Ministry of Agriculture and Rural Affairs of the People's Republic of China.

This is achieved through Stream 1 *Project* or Stream 2 *Trade Mission* funding activities.

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 program.

[Activity Title - Activity ID]

B. Activity

The Australia-China Agricultural Cooperation Agreement (ACACA) 2020 (the program) is a treaty-level agreement between the Australian and Chinese governments. The agreement was signed in 1984 to enhance cooperation across agricultural industries, develop the trading relationship and provide a forum for the mutual exchange of scientific information between the two countries.

An Activity Work Plan (may also be referred to as a business plan, implementation plan or similar) detailing the objectives, expected outputs and outcomes, activities timeline, risk management, budget etc. is to be agreed between the Grantee and the Department. It must be agreed by the Department before significant work or expenditure on delivering against the Activity Work Plan commences.

Once the Activity Work Plan has been agreed by both parties it will form part of the agreement.

Performance Indicators

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

| Performance Indicator Description | Measure |
|--|---|
| Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan. | The Department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard. |

Location Information

The Activity will be delivered from the following site location/s:

| | Location Type | Name | Address |
|----|---------------|------|---------|
| 1. | Direct Funded | | |

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

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

The Agreement ends on 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 (GST exclusive).

A break down by Financial Year is below:

| Financial Year | Amount * (excl. GST) |
|----------------|----------------------|
|----------------|----------------------|

*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 yearly payment of 2019-20 funds | On Execution | | | |
| Total Amount | | | | |

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

GST Provisions – you are a Government Related Entity

D.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**' and '**decreasing adjustment**' have the same meaning as given in the GST Act; and
- (c) '**receiver of the supply**' has the same meaning as the term 'recipient' has in the GST Act.

D.2 The parties have entered into this Agreement on the understanding that:

- (a) the parties are both 'government related entities' as defined in the GST Act; and either:
 - (b) the payment of the Grant:
 - (i) is covered by an appropriation under an Australian law; and
 - (ii) 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
 - (c) 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.

D.3 On the basis of the matter described in clause D.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.

D.4 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.

- D.5 If, despite clauses D.2 and D.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.
- D.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.
- D.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.
- D.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

- D.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.
- D.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.
- D.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.
- D.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 Item D.
- D.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.
- D.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.
- D.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.
- D.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.
- D.9 You must not issue tax invoices or adjustment notes for taxable supplies you make to us under this Agreement.
- D.10 Both parties must comply with the determination scheduled to GST Ruling 2000/10.

D.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 D.7 to D.11.

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 | Output-level detail for the funded Activity negotiated with the Department and captured in an Activity Work Plan as per Item E.2 | 31 July 2019 |
| Final Report | A report of Outcomes for the funded Activity based on monitoring and data collection methods agreed with the Department of Agriculture as part of the Activity Work Plan and reported as set out in Item E.5 | 31 December 2019 |
| Financial Acquittal Report | Financial Acquittal from 15 June 2019 to 30 June 2020 as per Item E.4 | 30 June 2020 |

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.5 Other Reports

For the purposes of this Agreement, Final report means a document to be completed by you, on a template provided by the Department. The Final Report must identify if and how outcomes have been achieved, the agreed evidence as specified in this Agreement and identify the total eligible expenditure incurred.

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 Box 858 CANBERRA CITY 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.

| | |
|-------------------------|--|
| Organisation ID: | |
| Agreement ID: | |

Signatures

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 Agriculture, ABN 24 113 085 695 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 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.

1. Undertaking the Activity

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

2. Acknowledgements

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

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold

payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

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

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

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

Parliament.

15. Insurance

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

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 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.

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

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

18. 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.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to

the Grantee under this Agreement at the date of the notice; and

- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **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.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include

commercialisation or the provision of the Material to a third party for its commercial use.

- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details[and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.