

Commonwealth Simple Grant Agreement

between the Commonwealth represented by
Department of Education, Skills and
Employment
and
[Organisation Legal Name]

Grant Agreement [Agreement Id]

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 Education, Skills and Employment
50 Marcus Clarke Street, CANBERRA ACT 2600
ABN 12 862 898 150

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 regional and remote Australian education providers through promoting activities that contribute to growth and sustainability;
- offer students from Australia and overseas the opportunity to undertake high quality education, training and research in, and to experience life in, regional and remote Australia; and
- ensure regions share in the social, cultural and economic benefits of our international education sector.

The intended outcomes of the funded Activity are:

- international and domestic students receive tertiary education provider scholarships, funded by the Australian Government, for studying in regional Australia; and
- increased awareness of the benefits of living, studying and working in regional Australia.

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 International Education Support program.

Destination Australia Program – [Activity ID]

B. Activity

In carrying out this Activity and in adherence of the requirements outlined in the Destination Australia 2021 Grant Opportunity Guidelines (the guidelines), you must allocate, administer and promote scholarships for international and domestic students studying in regional Australia.

The following funding is awarded to you:

- \$7,500 per half-year period (\$15,000 per year), per student, in scholarship funding to be paid directly to the student; and
- \$750 per half-year period (\$1,500 per year), per student, in promotional and administration assistance.

GST is out of scope for this Activity.

You must award scholarships to students who meet and adhere to the following criteria for the duration of the scholarship:

- are a student commencing a new course of study with you in the 2021 academic year
- are enrolled at and study at a regional campus of yours, as defined by the *Australian Statistical Geography Standard Remoteness Structure (2016)* from the Australian Bureau of Statistics
- are studying full-time in a course that can be fully delivered by one of your regional campuses
- maintain ongoing residency in a regional area as defined by the *Australian Statistical Geography Standard Remoteness Structure (2016)* from the Australian Bureau of Statistics for the duration of each study period. Where a course includes study outside a regional area (for example, for a clinical placement), residency away from the regional area is permitted for:

- no more than one study period (not exceeding 6 months) per qualification where the qualification is longer than 2 years, or
- 25% of the qualification length where the qualification is 2 years or shorter.

In cases where the requirements of a compulsory placement exceed the permitted study period away from a regional area, approval must be sought from the Department of Education, Skills and Employment.

- are studying one of the following qualification levels:
 - Certificate IV
 - Diploma
 - Accredited Diploma
 - Advanced Diploma or Associate Degree
 - Bachelor Degree
 - Bachelors Honours Degree
 - Graduate Certificate or Graduate Diploma
 - Masters or Doctoral degrees
- international students are also required to maintain a Student Visa for the duration of the scholarship in order to ensure protection under the *Education Services for Overseas Students (ESOS) Act 2000*.

You must directly pay the scholarship funds to the selected student, as long as the student remains eligible. The first instalment must be paid to the student within four weeks of the student commencing their eligible course of study. The second instalment must be paid to the student no later than six months from the payment of the first instalment. Where a student is to be supported for multiple years, you must continue to provide scholarship funding in six monthly instalments. You are not permitted to keep the scholarship funding to offset tuition costs.

If a scholarship student becomes ineligible during the course of the scholarship period, payments to the student are to cease.

You can reallocate any future funding associated with a student who becomes ineligible to a different eligible student who commences a new course of study. This includes reallocating between consortium members where applicable.

The number of scholarships you are to provide is listed below:

Number of scholarships awarded for 1 year	
Number of scholarships awarded for 2 years	
Number of scholarships awarded for 3 years	
Number of scholarships awarded for 4 years	

The funding allocation split is listed below:

	2020-21 Funding	2021-22 Funding	2022-23 Funding	2023-24 Funding
Scholarship funding to be paid to eligible students				
Marketing, promotional and administration funding				

The program logo provided with this Agreement should be used on all materials related to grants under the program. Whenever the logo is used, the publication must also acknowledge the Commonwealth saying: 'Destination Australia – an Australian Government initiative'.

You have advised us that you are delivering the Activity as the lead member of a consortium. Campuses relating to consortium members are listed under Location Information below.

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.	None Specified	None Specified

C. Duration of the Activity

The Activity starts on [Activity Start Date].

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

The Agreement ends on [Program Schedule 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 [Overall Agreement Value for all financial years]* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2020-2021	
2021-2022	
2022-2023	
2023-2024	

*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 2020-21 funds	On Execution			

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Full payment of 2021-22 funds subject to the acceptance of the Financial Acquittal due 30 July 2021	31 August 2021			
Full payment of 2022-23 funds subject to the acceptance of the Financial Acquittal due 29 July 2022	31 August 2022			
Full payment of 2023-24 funds subject to the acceptance of the Financial Acquittal due 31 July 2023	31 August 2023			
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

Grants made by the Department of Education, Skills and Employment under this Program are provided on a GST exclusive basis and there is no GST liability arising for successful applicants in receipt of a grant because there is no taxable supply made by the Grantee to the Department of Education, Skills and Employment.

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
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2021 to 30 June 2021, as set out in Item E.5	30 July 2021
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.4	30 July 2021
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2021 to 31 December 2021, as set out in Item E.5	31 January 2022

Milestone	Information to be included	Due Date
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2022 to 30 June 2022, as set out in Item E.5	29 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.4	29 July 2022
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2022 to 31 December 2022, as set out in Item E.5	31 January 2023
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2023 to 30 June 2023, as set out in Item E.5	31 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.4	31 July 2023
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2023 to 31 December 2023, as set out in Item E.5	31 January 2024
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2024 to 30 June 2024, as set out in Item E.5	31 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.4	31 July 2024

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

Progress Report

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

You must report on:

- scholarship student data, including:
 - name;
 - USI or HEIMS ID;
 - age;
 - gender;
 - country of origin (for international students);
 - address prior to moving to the region (for domestic students);
 - current permanent address;
 - course of study;
 - qualification;
 - campus;
 - tertiary education provider (consortium applicants only)
 - diversity and inclusion (e.g. does the student identify as Aboriginal or Torres Strait Islander, a person with disability, first in family, and/or from a culturally and linguistically diverse background);
 - amount of funding paid to the student in the reporting period;
- number of students who have become ineligible for the scholarship since last report;
- number of students who have graduated since last report;
- number of potential students who showed interest, but were not allocated a scholarship;
- the marketing methods you believe were most effective;
- the amount of funding expended on scholarships and marketing, promotional, and administration costs to date; and
- anything further as directed by the Department.

For students who have graduated since last report, you must provide survey responses which outline:

- the student's experience with the tertiary education provider;
- the student's experience living in the region;
- additional supports accessed during scholarship;
- whether the student intends to remain in the region; and
- factors influencing the student's decisions to remain in the region or not.

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.

For information only

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 Education, Skills and Employment, ABN 12 862 898 150 in the presence of:

(Name of Departmental Representative)	(Signature of Departmental Representative)/...../.....
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(Position of Departmental Representative)	
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(Name of Witness in full)	(Signature of Witness)/...../.....
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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)/...../.....
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(Name and position held by second Signatory/Name of Witness)	(Signature of second Signatory/Witness)/...../.....
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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.