

# Commonwealth Standard Grant Agreement

between

the Commonwealth represented by

[Program Agency Organisation Legal Name]

and

# [Program Schedule Organisation Legal Name]

# **Grant Agreement**

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 of Australia (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 [Program Agency Organisation Legal name] [Program Agency Organisation physical address] ABN [Program Agency Organisation ABN]

## 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.

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

# A. Purpose of the Grant

The purpose of the Grant is to:

To build the natural capital in agricultural landscapes through supporting organisations and groups to undertake projects that contribute to landscape scale drought resilience.

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 Future Drought Fund program.

# [Activity Title – Activity ID]

# **B.** Activity

## TBC

## **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
1.			

## **Service Area Information**

The Activity will service the following service area/s:

	Туре	Service Area
1.	National	Australia wide

## **C.** Duration of the Grant

The Activity starts on execution of the grant agreement and ends on 30 June 2022, which is the Activity Completion Date.

The Agreement ends on TBC or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

## **D.** Payment of the Grant

The total amount of the Grant is **[Overall Activity Value for all financial years]** excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)

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	GST (if applicable)	Total (incl. GST if applicable)
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.

# 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
Other Report	A project management plan for the funded Activity as set out in Item E.4	within two weeks of execution of grant agreement
Other Report	Other Report A risk management plan for the funded Activity as set out in Item E.4	
Progress Report	A progress report of outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	Mid-term report (halfway through the scheduled project term)
Final Report	A final report of outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	within two weeks of the scheduled project completion date.
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.3	four weeks prior to the scheduled project completion date.

# E.1 Performance Reports

None Specified

## **E.2 Activity Work Plan**

None specified

## **E.3 Financial Acquittal Reports**

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.4 Other Reports**

#### **Project Management Plan**

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

#### **Risk Management Plan**

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

#### **Progress Report**

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

#### **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	
Business hours telephone	
E-mail	

## **Commonwealth representative and email address**

Business hours telephone	
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:	
Program Schedule ID:	

## **Signatures**

\*Note: See explanatory notes on the signature block over page

## **Executed as an Agreement**

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through the Department of Agriculture, Water and the Environment, ABN 34 190 894983 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 an babalf of IDrogram Sabadula Orga	nication Logal Namel ABN [Program Schedule

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN – hide if NULL] in accordance with its rules, and who warrants they are 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)

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

# Explanatory notes on 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 <u>(the witness date must be the same as the signatory date)</u>. 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 (the witness date must be the
  same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness <u>(the witness date must be the same as the signatory date)</u>.
- 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 <u>(the witness date must be the same as the signatory date)</u>.
- If you are a trustee of a Trust, the signatory must be a trustee (NOT the Trust) as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.