



Australian Government

**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 Department of Social Services
71 Athllon Drive, GREENWAY ACT 2900
ABN 36 342 015 855

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 Standard Grant Conditions (Schedule 1);
- (c) the Grant Details;
- (d) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms and Conditions, 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:	
Program Schedule ID:	

A. Purpose of the Grant

The purpose of the Grant is to:

The Strong and Resilient Communities Activity will focus on strengthening the capacity of communities experiencing disadvantage to become more resilient and inclusive through greater community engagement, participation and belonging.

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 Strong and Resilient Communities program.

SAMPLE

Village Hubs National Grants Manager – [Activity ID]

B. Activity

In undertaking this Activity, you must:

- Develop a prioritised list of communities across Australia where a Village Hub might be viable, considering:
 - population of target cohort living in community (including consideration of Indigenous and CALD populations);
 - research into priority areas of need among the target cohort, such as:
 - mental health, social isolation or living alone;
 - social and economic disadvantage; and
 - distribution across geographic areas and States/Territories.
- Once community prioritisation is agreed with DSS, undertake a survey of organisations in priority communities that could potentially deliver a Village Hub, considering:
 - interest, readiness and capacity to establish/maintain a Village Hub; and
 - potential for sustainability beyond the grant term.
- After consulting DSS on the mix of priority communities and potential Village Hub providers in each community, implement a direct select/restricted competitive Village Hubs grants selection process for at least ten (10) new Village Hubs.

This must include:

- develop appropriate application documentation and processes for the funding rounds (including the proposed eligibility and selection criteria that comply with the Commonwealth Grant Rules and Guidelines and these Grant Opportunity Guidelines) approved by DSS;
 - assess all applications in accordance with the published documentation, including the published eligibility and selection criteria, for that funding round;
 - the DSS decision maker to approve the final selection and funding of individual Village Hubs (see section 8.4); and
 - execute and manage the legally binding Funding Agreement with each assisted Network Partner ensuring DSS obligations under the Commonwealth Grant Rules and Guidelines and other legislation/ regulations is addressed.
- Administer the Village Hubs Grants Fund effectively and efficiently and meeting Government objectives; conducting due diligence checks of Village Hub organisations; timely grant payment and administration; monitoring progress and offering advice; on-going report coordination; and liaison between Village Hubs and evaluators;
 - Establish and manage a national Village Hubs Community of Practice which will seek and share information, data and good practice across grant recipients; and
 - Work with other public, private and community organisations to leverage resources and support provided in the community to assist older Australians.

You will interact with six distinct stakeholders:

- Governments;
- Village Hub grant recipients who will apply to/receive a grant from the National Grants Manager in order to establish and maintain a Village Hub specific to their community's needs;
- Already established Village Hubs to draw on their expertise;
- Complementary service providers that might assist Village Hub operators to provide participation opportunities for clients;
- Indigenous, CALD and disability groups; and
- Specialist evaluators, commissioned by DSS, who will work with grant recipients to monitor and evaluate the effectiveness of each Village Hub in contributing to reduced loneliness and isolation, improved social connectedness, mental health and well-being amongst older Australians.

Important requirements

You must comply with:

- DSS Departmental Policies*;
- the relevant Guidelines*;
- the Data Exchange Protocols*; and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the Department of Social Services website [www.dss.gov.au].

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Data Exchange Reporting

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the [Data Exchange Protocols](#).

You must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.

You are required to finalise the submission of data within the Data Exchange for each reporting period within 30 days of the reporting period ceasing, as set out in the reporting schedule below.

For this Activity, participation in the "partnership approach" is a requirement of funding. By participating, you agree to provide some additional information in exchange for the receipt of regular and relevant reports. The main focus of the partnership approach is collecting information about the outcomes achieved by clients as a result of service delivery. The partnership approach also includes some extended data items that provide additional information about client demographics, needs and circumstances.

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the Department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

Service Areas

You must provide services across the service area as outlined in the table below.

Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS's funding.

The information may be published on a Commonwealth website.

Performance Indicators

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

Performance Indicator Description	Measure
Number of clients assisted	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Number of events/service instances delivered	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of participants from priority target groups	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving individual goals related to independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving improved independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
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.		

Management of the Village Hubs Grants Fund

You must not use the Village Hubs Grants Fund for any of the following purposes:

- to make a loan or gift; or
- to pay sitting fees to Directors or members or your organisations; or
- for overseas travel without our written prior approval; or
- to relieve cash flow problems in other activities; or
- to settle or agree to consent orders in relation to, or otherwise resolve, any proceeding or application for reinstatement and/or wrongful dismissal by a current or former employee, without our prior written approval; or
- to pay commissions, success bonuses or similar benefits to Directors, staff, members or consultants as payment for work undertaken.

If (and only if) we give our prior written consent, you may reimburse Directors for their reasonable travel and accommodation expenses. We may refuse our consent if we consider:

- the travel was not reasonable and necessary for the Activity; or
- the expenses were not incurred attending your board meetings; or
- the cheapest most of travel available was not used; or
- the claimed rate is higher than that in the ATO ruling.

Except with our prior written approval, you must not use any of the following as security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest:

- the Grant;
- this Agreement or any of our obligations under this Agreement; or
- any Assets or Intellectual Property Rights in the Agreement material.

Entities to which the Village Hubs Grants Fund may not be paid

You must not pay any part of the Village Hub Grants Fund to the following persons or organisations:

- an organisation wanting to use the fund to support an existing Village Hub (can be used for new Village Hub)
- a State or Territory Government;
- sole trader or unincorporated partnership
- individual/Person (a person who is legally responsible for all aspects of the business and is personally responsible for debts and losses incurred in carrying out this business);
- international Entity without an Australian presence;
- organisations without an Australian Business Number;
- an unincorporated association; or
- an overseas resident.

Minimum Terms that you are required to reflect or include in each Village Hubs Grants Fund Agreement

You will be required to include certain requirements in each Village Hubs Grants Fund Agreement that you enter in with the Fund Recipient. For example:

1. You must ensure that the provisions of each Agreement give effect to, and are not inconsistent with, the requirements of this Agreement.
2. You must ensure that the entity that signed the Agreement is the entity performing the majority of the project.
3. You must require the Fund Recipient to acknowledge that it is not your legal agent.
4. You must require that the Village Hubs Grant Fund is only used for the purpose of performing the project.
5. You must require the Fund Recipient to perform the Project in accordance with all applicable laws.
6. You must have the right to withhold a payment of Project Funds or terminate the Project Agreement if a Project milestone is not completed to your satisfaction or the Fund Recipient is in breach of the Project Agreement.
7. You must require each Fund Recipient to keep records regarding its performance of the Project and expenditure of the Village Hubs Grants Fund for the same period for which you are required to retain your records under this Agreement.
8. You must have rights in the Project Agreement to recover Village Hubs Grants Funds that have been overpaid to, incorrectly claimed or spent by, or are not required by, a Fund Recipient.
9. You must require each Fund Recipient to provide you with the information you need to comply with your reporting and other requirements under this Agreement.
10. You must require each Fund Recipient to repay you any Project Funds that it has not spent on the Project in accordance with its Project Agreement.
11. You must require each Fund Recipient to incorporate with you, and provide you with any other information that you reasonably require, regarding the Village Hub project.
12. You must include a provision which requires both you and the Fund Recipient to acknowledge that neither party can claim the Project Agreement, the Project or Project Report as its confidential information.
13. You must include a provision that requires the Funding Recipient to ensure necessary Working With Vulnerable People requirements are met.
14. You must require the Fund Recipient to have and maintain adequate insurance for the Village Hubs Project.
15. You must include termination provisions in each Village Hubs Grants Fund Agreement that allow you to immediately terminate the Agreement if we provide notice to you to terminate this agreement.

C. Duration of the Grant

The Activity starts on [xxx 2021 - TBC] and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2024 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 \$4,700,000 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2020-21	
2021-22	
2022-23	
2023-24	

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 will be required to open a separate bank account, solely dedicated to the Village Hubs Grant Fund to ensure transparency and proper use of grant monies.

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 (if applicable)	Total (incl. GST if applicable)
Full payment of 2020-21 funds	On Execution			
Half yearly payment of 2021-22 funds	13 July 2021			
Half yearly payment of 2021-22 funds	1 December 2021			
Half yearly payment of 2022-23 funds	12 July 2022			
Half yearly payment of 2022-23 funds	1 December 2022			
Half yearly payment of 2023-24 funds	11 July 2023			
Half yearly payment of 2023-24 funds	1 December 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

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 between the Parties and captured in an Activity Work Plan as per Item E.2	12 March 2021
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols , as per Item E.1	30 July 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2021
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.3	31 October 2021
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols , as per Item E.1	30 January 2022
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols , as per Item E.1	30 July 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols , as per Item E.1	30 January 2023
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols , as per Item E.1	30 July 2023

Milestone	Information to be included	Due Date
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols , as per Item E.1	30 January 2024
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols , as per Item E.1	30 July 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as set out in Item E.4	30 August 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024

E.1 Performance Reports

Data Exchange Reports

You must provide client and service delivery information to the Community Grants Hub via the Data Exchange in accordance with the Data Exchange Protocols, within 30 days of the completion of a reporting period, as outlined in Item E.

For this Activity, you are required to participate in the Partnership Approach.

The Data Exchange Protocols can be found at <https://dex.dss.gov.au/data-exchange-protocols/>.

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 Financial Acquittal Reports

Audited Financial Acquittal Report

You are required to provide an Annual Independently Audited Financial Acquittal Report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule (in accordance with Clause 10 of the Commonwealth Standard Grant Conditions). If SACS Supplementation has been paid, confirmation must be provided that the funding was spent in accordance with the Grant Agreement.

E.4 Other Reports

Activity Work Plan Report

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you, on a template or system provided by us. The preferable way to submit the Report would be through the Grant Recipients Services Portal when it becomes available.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

Final Report

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

Final reports must:

- identify if and how outcomes have been achieved;
- include the agreed evidence as specified in the grant agreement;
- identify the total eligible expenditure incurred; and
- be submitted by the due date and in the format provided in the grant agreement.

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 [Program Agency Organisation Legal Name], ABN [Program Agency Organisation ABN] 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 [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN] 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 (the witness date must be the same as the signatory date). 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 (the witness date must be the same as the signatory date).
- 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 (the witness date must be the same as the signatory date).
- 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.