

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.

Grant Details

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

A. Purpose of the Grant

The purpose of the Grant is to:

Provide funding for research into taxonomy and systematics and to support the training and/or recruitment of taxonomists. The Australian Biological Resources Study's mission is to build knowledge, understanding and appreciation of Australia's biodiversity by:

- 1. supporting taxonomy and biosystematics
- 2. ensuring quality scientific data, information and resources are made publicly accessible.

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 Australian Biological Resources Study program.

National Taxonomy Research Grants Program – [Activity ID]

B. Activity

In undertaking this Activity, your project will align to your proposal submitted as part of your Application and will be negotiated as part of your Activity Work Plan. The detailed deliverables and activities you will undertake to fulfil this Activity, including undertaking research into the taxonomy of the Australian biota, are 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.

In undertaking this Activity, you must engage with the Department of Agriculture, Water and the Environment when requested, regarding monitoring of your Project.

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:

	Туре	Service Area
1.	Australia (2016)	Australia

C. Duration of the Grant

The Activity starts on [Activity Start Date] and ends on [Activity End Date], which is the Activity Completion Date.

The Agreement ends on [Program schedule completion date] 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)
[Activity Financial Year 1]	[Overall Activity Value for Year 1]
[Activity Financial Year 2]	[Overall Activity Value for Year 2]

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 2021-22 funds	On Execution			
Full yearly payment of 2022-23 funds subject to acceptance of Activity Work Plan Report	13 July 2022			
Full yearly payment of 2023-24 funds subject to acceptance of Activity Work Plan Report	12 July 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 it 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 with the Department and captured in an Activity Work Plan as per Item E.2	15 August 2021
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	30 January 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	30 January 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	30 January 2024
Final Report	A report on outcomes for the funded Activity based on monitoring and data collection methods agreed between the Parties as set out in Item E.4	30 July 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

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 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.4 Other Reports

The amount of detail you provide in your reports should be proportional to the size and complexity of the Grant amount.

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 provided by us.

The template will include, but not limited to, the following:

- details of the operation, mechanisms and processes employed by the Grantee to conduct the Project;
- a description of the Grantee's activities during the entire Project period;
- if relevant, details of progress against the Activity Work Plan, including monitoring, evaluation and reporting activities specified in the Activity Work Plan;
- a discussion of the benefits and outcomes of the Project as a whole; and
- an evaluation of the Project including discussion of how successful the Project was in achieving the Program's objectives.

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 Organ Organisation ABN – hide if NULL] in accordance with 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
 <u>or</u> 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.