

# Commonwealth Simple Grant Agreement

<b>Organisation ID:</b>	
<b>Agreement ID:</b>	
<b>Schedule ID:</b>	

## G. Supplementary Terms

### G1. Other Contributions

Not Applicable

### G2. Activity budget

Not Applicable

### G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

### G4. Audit and acquittal

Not Applicable

### G5. Activity Material

Not Applicable

### G6. Access

G6.1 If requested by the Commonwealth, the Grantee agrees to provide the Commonwealth, or any persons authorised in writing by the Commonwealth, with access to the Grantee's premises, personnel, documents and other records, and all assistance reasonably requested, to enable the Commonwealth or those persons to verify that the Grant was spent in accordance with this Agreement.

G6.2 The Commonwealth will reimburse the Grantee's substantiated reasonable costs for complying with a request under clause G6.1.

### G7. Equipment and Assets

Not Applicable

### G8. Relevant qualifications, skills or checks

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G8.2 The Grantee agrees to comply with all State, Territory or Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

#### **G8A. Child Safety**

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth.

#### **G9. Activity specific legislation, policies and industry standards**

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- a) *A New Tax System (Family Assistance) Act 1999*
- b) *A New Tax System (Family Assistance) (Administration) Act 1999*
- c) *Child Care Subsidy Secretary's Rules 2017*
- d) *Child Care Subsidy Minister's Rules 2017*
- e) Schedules 5 and 6 to the *A New Tax System (Family Assistance and Related Measures) Act 2000*.

#### **G9A. Fraud**

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause survives the termination or expiry of the Agreement.

**G10. Commonwealth Material, facilities and assistance**

Not Applicable

**G11. Jurisdiction**

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

**G12. Grantee trustee of a Trust**

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.