



Australian Government

**Commonwealth
Standard Grant Agreement**

between

the Commonwealth represented by
the Department of Agriculture, Water and the
Environment

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 Agriculture, Water and the Environment, 18 Marcus Clarke Street, Canberra ACT 2601, ABN 34 190 894 983

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:

Enable delivery of the objective of the Murray-Darling Basin Economic Development Program (the program), and as specified in the Murray-Darling Basin Economic Development Program Round 3 Guidelines dated [\[date\]](#) and available at [\[link\]](#).

The objective of the program is to assist eligible communities to undertake economic development projects to respond to the impact of water recovery activities under the Murray-Darling Basin Plan. The outputs of the program are the number of jobs created as a result of the projects and the number of projects supporting economic development activities that continue after the end of the projects.

The economic development projects will assist with:

- (a) increasing the capacity of communities to diversify and strengthen local economies
- (b) enhancing the resilience of communities to manage current and future economic challenges and changes
- (c) increasing opportunities for employment within eligible communities.

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 Sustainable Rural Water Use and Infrastructure program.

[Activity Name]

B. Activity

The Activity of this Agreement is to deliver an economic development project to achieve the objectives of the program as outlined in Item A and as specified in the Murray-Darling Basin Economic Development Program Round 3 Guidelines.

The Grantee will deliver the Activity in the Activity Work Plan at Attachment A:

- (a) in accordance with the requirements of this Agreement, including the Activity Work Plan; and
- (b) otherwise consistently with the Murray-Darling Basin Economic Development Program Round 3 Guidelines dated [date], unless otherwise specified.

Subject to the Grantee's compliance with its obligations under this Agreement, including completion of all relevant Milestones to the Commonwealth's satisfaction, the Grant will be paid in instalments by the Commonwealth in accordance with the Milestones set out in the Activity Work Plan, and the payment table below.

The Final Report must be completed to the satisfaction of the Commonwealth. This report will be a public document placed on the website of the relevant Department representing the Commonwealth under the Agreement.

The Grantee must only use the Grant to cover the costs of the activities specified in the Activity Work Plan (including the Activity Budget set out in that plan) and incurred from the date of execution of this Agreement and until the Activity Completion Date specified at Item C of this Agreement.

The Grant includes any interest the Grantee earns on the money deposited in the nominated bank account. This interest will be utilised as part of the funding provided for the Activity and the Commonwealth may adjust future milestone payments to account for any interest earned and used.

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 Activity Work Plan has been completed to the Commonwealth's satisfaction.

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.		

C. Duration of the Grant

The Activity starts on the date the agreement is executed and ends on [date], which is the **Activity Completion Date**.

The Agreement ends on [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 Agreement Value for all financial years] excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2020-2021	
2021-2022	

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 (if applicable)	Total (incl. GST if applicable)
Payment of 2020-21 funds on Execution of the Agreement				
Payment of 2020-21 funds subject to the milestone table in the Activity Work Plan				
Payment of 2020-21 funds subject to the milestone table in the Activity Work Plan				
Payment of 2021-22 funds subject to the milestone table in the Activity Work Plan				
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 with the Department and captured in an Activity Work Plan as per Item E.2	
Other Report	A Milestone Report of outcomes for the funded Activity based on monitoring and data collection methods agreed with the Department as part of the Activity Work Plan and reported as set out in Item E.4	
Other Report	A Milestone Report of outcomes for the funded Activity based on monitoring and data collection methods agreed with the Department as part of the Activity Work Plan and reported as set out in Item E.4	
Other Report	A Milestone Report of outcomes for the funded Activity based on monitoring and data collection methods agreed with the Department as part of the Activity Work Plan and reported as set out in Item E.4	
Final Report	A Final Report against the Activity Work Plan, compliance or other reporting as set out in Item E.4	
Financial Acquittal Report	Independently audited Financial Acquittal Report for the Activity Work Plan, for costs incurred from the execution of the Agreement to the Activity Completion Date as per Item E.3	

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan as negotiated between the Commonwealth and the Grantee in executing this Agreement and varied from time to time as agreed in writing by both parties during the life of the Agreement. The Activity Work Plan specifies the Activity Details, deliverables, timeframes for delivery and measures of achievement including a budget or other administrative controls intended to help manage activity risks. The Activity Work Plan forms part of the Agreement.

E.3 Financial Acquittal Reports

Audited Financial Acquittal Report

The Grantee must provide an independently Audited Financial Acquittal Report for the total amount funded including any interest earned under this Grant Agreement covering the Activity in the Activity Work Plan. The Report will include a statement verifying the Grant has been spent in accordance with this Agreement.

E.4 Other Reports

Milestone Report

For the purposes of this Agreement, a Milestone Report means a document to be completed by the Grantee, on a template provided by the Commonwealth outlining progress against the milestones in the Activity Work Plan, including expenditure reporting and progress against the Activity. Milestone Reports will include a Declaration that all elements of the Activity have been conducted in accordance with the Activity Work Plan and all funds were spent for the purpose provided as outlined in the Agreement.

Final Report

For the purposes of this Agreement, a Final Report means a document to be completed by the Grantee for the Activity Work Plan, on a template provided by the Commonwealth.

The Final Report must include the following information:

1. A short executive summary of the Activity relating to the Activity Work Plan;
2. A short description of how the Activity was implemented;
3. Photographic or other evidence of the completion of the Activity;
4. An overview of the successes and failures (if any) of the Activity which addresses the following:
 - any outcomes which exceeded expectations, or additional positive outcomes that were beyond the original Activity;
 - any issues which affected capacity of the organisation to deliver the Activity;
5. Details on how the Activity has:
 - affected employment (both permanent and casual) including by providing figures for pre-Activity versus post-Activity employment levels, including by providing approximate figures regarding the origin of subcontractors and equipment sourced for the Activity (ie. local/nearby town, within 100 km; greater than 100 km but within the State/Territory; or interstate. Figures must be provided on:
 - Jobs created during the project phase; split into full time direct and indirect jobs (or percentages of full time jobs)
 - Jobs created that will be ongoing after the project phase; split into full time direct and indirect jobs (or percentages of full time jobs)
 - contributed or will contribute to local and regional benefits, including a list of the enduring benefits created by the project;
 - where relevant, stimulated Indigenous engagement by providing Indigenous Australians with more opportunities to participate in the economy; and

- had any other social or economic impacts not covered in the above points and also subject to any additional details as specified in the Activity Work Plan.

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 34 190 894 983 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 that he/she is 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.