



Australian Government

Commonwealth Simple 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 General 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 (if any);
- (c) the General 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:

- support higher education and Vocational Education and Training (VET) providers in regional Australia to provide scholarships to domestic and international students to study in regional Australia
- facilitate domestic and international students completing an Australian qualification at a higher education or VET provider in regional Australia.

The intended outcomes of the funded Activity are:

- the sustainability and growth of tertiary education providers and communities in regional Australia
- scholarship students consider and decide to live and work in regional Australia post-study
- regions share in the social, cultural, and economic benefits of our international education sector.

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 International Education Support program.

Destination Australia Program

B. Activity

In carrying out this Activity and in adherence of the requirements outlined in the Destination Australia 2022 Grant Opportunity Guidelines (the guidelines), you must allocate, administer and promote scholarships for international and domestic students studying in regional Australia.

The following funding is awarded to you:

- \$15,000 per year, per student, in scholarship funding to be paid directly to the scholarship student; and
- \$1,500 per year, per student, in promotional and administration assistance.

GST is out of scope for this Activity.

You must award scholarships to students who meet and adhere to the following criteria for the duration of the scholarship:

- are a student commencing a new course of study with you in the 2022 academic year
- are enrolled at and study at a regional campus of yours, as defined by the *Australian Statistical Geography Standard Remoteness Structure (2016)* from the Australian Bureau of Statistics
- are studying full-time in a course that can be fully delivered by one of your regional campuses
- maintain ongoing residency in a regional area as defined by the *Australian Statistical Geography Standard Remoteness Structure (2016)* from the Australian Bureau of Statistics for the duration of each study period. Where a course includes study outside a regional area (for example, for a clinical placement), residency away from the regional area is permitted for:
 - no more than one study period (not exceeding 6 months) per qualification where the qualification is longer than 2 years, or
 - 25% of the qualification length where the qualification is 2 years or shorter.

In cases where the requirements of a compulsory placement exceed the permitted study period away from a regional area, approval must be sought from the Department of Education, Skills and Employment.

- are studying one of the following qualification levels:
 - Certificate IV
 - Diploma
 - Advanced Diploma or Associate Degree
 - Bachelor Degree
 - Bachelors Honours Degree
 - Graduate Certificate or Graduate Diploma
 - Masters or Doctoral degrees
- international students are also required to maintain a Student Visa for the duration of the scholarship in order to ensure protection under the *Education Services for Overseas Students (ESOS) Act 2000*.

You must directly pay the scholarship funds to the selected student, as long as the student remains eligible. The first instalment must be paid to the student within one week of the student census date or within 6 weeks after the student commences their eligible study program, whichever is sooner. The second instalment must be paid to the student no later than 6 months from the payment of the first instalment.

Where a student is to be supported for multiple years, you must continue to provide scholarship funding in 6 monthly instalments. You are not permitted to keep the scholarship funding to offset tuition costs.

If a scholarship student becomes ineligible during the course of the scholarship period, payments to the student are to cease. Grantees are not permitted to recover scholarship funding from a scholarship student who has withdrawn from their course.

You can reallocate any future funding associated with a student who becomes ineligible to a different eligible student who commences a new course of study. This includes reallocating between consortium members where applicable.

The number of scholarships you are to provide is listed below:

Number of scholarships awarded for 1 year:

Number of scholarships awarded for 1.5 years:

Number of scholarships awarded for 2 years:

Number of scholarships awarded for 2.5 years:

Number of scholarships awarded for 3 years:

Number of scholarships awarded for 3.5 years:

Number of scholarships awarded for 4 years:

The funding allocation split is listed below:

Scholarship funding to be paid to eligible students

2021-22 Funding: \$

2022-23 Funding: \$

2023-24 Funding: \$

2024-25 Funding: \$

Marketing, promotional and administration funding

2021-22 Funding: \$

2022-23 Funding: \$

2023-24 Funding: \$

2024-25 Funding: \$

The program logo provided with this Agreement should be used on all materials related to grants under the program. Whenever the logo is used, the publication must also acknowledge the Commonwealth saying: 'Destination Australia – an Australian Government initiative'.

You have advised us that you are delivering the Activity as the lead member of a consortium. Campuses relating to consortium members are listed under Location Information below.

Taxes, duties and government charges

Grants made by the Department of Education, Skills and Employment under this Program are provided on a GST exclusive basis and there is no GST liability arising for successful applicants in receipt of a grant because there is no taxable supply made by the Grantee to the Department of Education, Skills and Employment.

Performance Indicators

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

Performance Indicator Description	Measure
Not Applicable	Not Applicable

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:

	Type	Service Area
1.	None Specified	None Specified

C. Duration of the Grant

The Activity starts on 1 November 2021 and ends on 31 December 2025, which is the **Activity Completion Date**.

The Agreement ends on 31 August 2026 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)
2021–2022	
2022–2023	
2023–2024	
2024–2025	

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)
Full payment of 2021–22 funds	1 November 2021			
Full payment of 2022–23 funds subject to the acceptance of the Financial Acquittal due 31 July 2022	31 August 2022			
Full payment of 2023–24 funds subject to the acceptance of the Financial Acquittal due 31 July 2023	31 August 2023			
Full payment of 2024–25 funds subject to the acceptance of the Financial Acquittal due 31 July 2024	31 August 2024			
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
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 November 2021 to 30 June 2022, as set out in Item E.4	31 July 2022
Financial Acquittal Report	Financial Acquittal from 1 November 2021 to 30 June 2022 as per Item E.3	31 July 2022
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2022 to 31 December 2022, as set out in Item E.4	31 January 2023
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2023 to 30 June 2023, as set out in Item E.4	31 July 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 July 2023
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2023 to 31 December 2023, as set out in Item E.4	31 January 2024
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2024 to 30 June 2024, as set out in Item E.4	31 July 2024
Financial Acquittal Report	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 July 2024
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2024 to 31 December 2024, as set out in Item E.4	31 January 2025
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 January 2025 to 30 June 2025, as set out in Item E.4	31 July 2025
Financial Acquittal Report	Financial Acquittal from 1 July 2024 to 30 June 2025 as per Item E.3	31 July 2025
Progress Report	A progress report based on monitoring and data collection methods agreed between the Parties, for the period 1 July 2025 to 31 December 2025, as set out in Item E.4	31 January 2026

Financial Acquittal Report	Financial Acquittal from 1 July 2025 to 30 June 2026 as per Item E.3	31 July 2026
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E.1 Performance Reports

None Specified

E.2 Activity Work Plan

None Specified

E.3 Financial Acquittal Reports

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

Progress Report

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

You must report on:

- scholarship student data, including:
 - name;
 - student ID number (Unique Student Identifier (USI), and/or Commonwealth Higher Education Student Support Number (CHESSN), and/or student number);
 - PRISMS/Confirmation of Enrolment number for international students;
 - age;
 - gender;
 - diversity and inclusion (e.g. does the student identify as Aboriginal or Torres Strait Islander, a person with disability, first in family, and/or from a culturally and linguistically diverse background)
 - original postcode and state/territory or country (for international students) of scholarship student;
 - new postcode and Australian state or territory of scholarship student;
 - amount of funding and when it was paid to the student in the reporting period;
 - tertiary education provider (consortium applicants only);
 - current permanent address;
 - course of study;
 - qualification;
 - campus
- number of scholarship students who have become ineligible and are no longer in receipt of payments of scholarship funds, since last report;
 - why each student no longer meets the criteria

- number of scholarship students who have completed their study program since last report;
- survey responses from scholarship students who have completed the first year of their courses or completed their courses since last report
 - the survey will be provided by the department to grantees to administer to students;
 - the survey will seek information on elements of the scholarship student's experience while studying that will assist the department to evaluate whether the grant program has achieved its expected outcome of positively influencing scholarship students to consider living and working in regional Australia post-study;
- at least one case study of a scholarship student's program experience to support future promotion of the program per reporting periods;
- number of students who applied for, but were not allocated, a scholarship;
- the promotional activities the grantee delivered and how the grantee evaluated their effectiveness;
- the amount of funding expended on scholarships and on administrative and promotional costs to date;
- the marketing methods you believe were most effective; and
- anything further as directed by the Department.

For students who have graduated since last report, you must provide survey responses which outline:

- the student's experience with the tertiary education provider;
- the student's experience living in the region;
- additional supports accessed during scholarship;
- whether the student intends to remain in the region; and
- factors influencing the student's decisions to remain in the region or not.

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.

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant, excluding Activity Material Intellectual Property Rights and real property.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.

- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.