

## **Australian Government**

# Commonwealth Individualised Grant Agreement

between

the Commonwealth of Australia represented by the

**Department of Social Services** 

## and

[Program Schedule Organisation Legal Name]

### **Grant Agreement**

Once completed, this document, together with each set of Grant Details and the Commonwealth Individualised 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 the 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 Individualised Supplementary Terms;
- (c) the Individualised 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:
A. Purpose of the Grant	Program Schedule ID:

The purpose of the Grant is to:

Support vulnerable and disadvantaged people on pathways to self-reliance and empowerment through local community-driven solutions that support them to participate socially and economically. Strong and Resilient Communities Activity – Cashless Debit Card (CDC) Support Services will focus on supporting CDC participants through the Jobs Fund and job ready initiative and the Northern Territory and Cape York transition from Income Management onto the CDC.

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 Activity program.

## Cashless Debit Card Support Services – [Activity ID]

## **B.** Activity

You must comply with:

- Department of Social Services 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 (the department) <u>website</u>.

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.

#### Use of Location, Service Information and Attributed Funding Information

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

The information may be published on a Commonwealth of Australia website.

The Jobs Fund and job ready initiative seeks to strengthen local support services and connect CDC participants and other members of the community to employment, or pathways to employment, in Ceduna, East Kimberley, the Goldfields, Bundaberg and Hervey Bay.

In undertaking this Activity, you must:

- support uplift and upskill CDC participants to become employment ready promote awareness of local job opportunities, increase participation in training opportunities, and assist with the cost of training
- provide Service system navigation coordinating the services available and providing intensive assistance to CDC participants to ensure engagement with these support services as they move towards employment
- assist participants to stabilise their lives, including through basic financial literacy and other supports

   boost wrap around support services including leveraging and providing additional resourcing to
   existing Commonwealth funded programs. For example, to support CDC participants to take greater
   control in managing finances and mental health supports
- support both employers and CDC participants to improve recruitment and retention of CDC participants in employment – engaging with employers to identify employment opportunities, their prerequisite requirements and to actively promote job ready CDC participants as a source of recruitment
- engage with employers; to identify and increase employment opportunities in the CDC region create sustained employment opportunities.

The Northern Territory Support Services will seek to strengthen local support services to assist Income Management participant's transition onto the CDC and provide pathways to support self-reliance and empowerment through community-driven solutions to support economic participation.

In undertaking this Activity, you must:

- provide capacity building for CDC participants build skills to interact with Government services, financial institutions and retailers, including through online functionality;
- provide basic financial literacy to support CDC participants to take greater control in managing finances through enhanced basic budgeting and financial literacy skills;
- provide digital literacy and safety to support CDC participants to strengthen their digital literacy and build awareness and understanding around maintaining digital safety;
- be community champions engage local leaders to be CDC communication and change champions to build trust, knowledge and support for the CDC, including via a train the trainer model; and
- engage in capability investment to strengthen service delivery to provide additional support to service delivery organisations to enable effective use of the CDC. Consideration will be given to activities to support minor business operating expenses including the purchase of assets and equipment to facilitate effective service delivery of the CDC and to support the training needs of CDC participants.

The primary outcome for the Job Fund and job ready component of this grant opportunity is to see improved employability of CDC participant in the four original trial sites. Achievement of this outcome will be measured through data collection via DEX and regular progress reports. The primary outcome underpinning the Northern Territory CDC transition component of the funding is to support people in the Northern Territory to transition to the CDC and to use the card once they have transitioned. The outcome will be measured through data collection via the DEX and the regular progress reporting.

#### **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.			

#### **Service Area Information**

The Activity will service the following service area/s:

	Туре	Service Area
1.		

#### **C.** Duration of the Grant

The Activity starts on 22 February 2022 and ends on 30 June 2023, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2023 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	

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	22 February 2022			
Half yearly payment of 2022-23 funds	12 July 2022			
Half yearly payment of 2022-23 funds	1 December 2022			
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	15 March 2022
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	31 March 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 per Item E.4	15 August 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.3	30 September 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
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	31 March 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
Final Report	A report of outcomes for the funded Activity based on monitoring and data collection methods agreed with between the Parties as per Item E.4	15 August 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	30 September 2023

#### **E.1 Performance Reports**

#### Data Exchange Reporting

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.

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 above.

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.

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).

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

#### Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) National Principles for Child Safe Organisations and other action for the safety of Children must be submitted. A Statement of Compliance Report ensures compliance with relevant State, Territory and Commonwealth legislation, including Working With Children Checks, and with the National Principles for Child Safe Organisations. The report must reflect the Grantee has met the conditions as outlined in the Supplementary Terms CB9.2 and CB9.3 of this Agreement.

#### **Final Report**

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

#### 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 Department of Social Services, ABN 36 342 015 855 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 – hide if NULL] 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 <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 <u>(the witness date must be the same as the signatory date)</u>. 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 <u>(the witness date must be the same as the signatory date)</u>.
- If you are an **individual**, you must sign in the presence of a witness <u>(the witness date must be the same as the signatory date)</u>.
- 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 <u>(the witness date must be the same as the signatory date)</u>.
- 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.