



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:	
Program Schedule ID:	

A. Purpose of the Grant

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 individuals to address barriers to participating in community activities, reduce social isolation, develop soft skills and support social and economic participation.

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 [Program Schedule Program Formal External Name]

SAMPLE

Strong and Resilient Communities Activity – Inclusive Communities Grants - [Activity ID]

B. Activity

Under this Activity, service delivery should aim to support vulnerable and disadvantaged people, particularly those of working age (15-64 years) who reside in disadvantaged communities, to more equitably participate socially and economically in society.

Services may include, but are not limited to education, training and work readiness activities, mentoring, counselling, and/or programs that build resilience, leadership, self-care, social and/or economic engagement skills and/or the ability and confidence to access support and services to support one or more of the identified cohorts.

Under this Activity, the following key cohorts should be prioritised within the broad scope of activities:

- Children aged 12 to 17 years who are, or are at risk of, disengagement or marginalisation from the education system, or of poor educational outcomes
- People with disabilities and/or mental health issues in order to enable their equal participation in society and towards becoming and/or remaining independent and engaged
- Vulnerable women who are, or are at risk of, social isolation and exclusion
- Unemployed people who face individual and structural barriers to employment.

In undertaking this Activity, you must:

- increase social and/or economic participation of vulnerable and disadvantaged individuals within their communities
- increase vulnerable and disadvantaged individuals' capacity and confidence to engage with relevant support, community and/or employment services to improve their personal circumstances.

Important requirements

You must comply with:

- DSS Departmental Policies*
- the relevant Guidelines*
- the Data Exchange Protocols*
- 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 DSS website www.dss.gov.au.

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.

Data Exchange Reporting

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the Data Exchange Protocols (<https://dex.dss.gov.au/data-exchange-protocols/>).

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 below.

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.

Further information on the collection of the Partnership Approach, including the extended data items required for this Activity will be documented in the ‘Program Specific Guidance for Commonwealth Agencies in the Data Exchange’ prior to the establishment of the agreements (<https://dex.dss.gov.au/document/>).

Activity Work Plan

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, 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. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Use of Location, Service Information and Attributed Funding Information

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

The information may be published on a Commonwealth website.

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:

	Type	Service Area
1.		

C. Duration of the Grant

The Activity starts on 1 July 2022 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2024 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)
2022-2023	
2023-2024	

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)
Half yearly payment of 2022-23 funds	12 July 2022			\${Calculated}}
Half yearly payment of 2022-23 funds	1 December 2022			\${Calculated}}
Half yearly payment of 2023-24 funds	11 July 2023			\${Calculated}}
Half yearly payment of 2023-24 funds	1 December 2023			\${Calculated}}
Total Amount				\${Calculation}

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	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 <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	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
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
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 2024
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to the <i>National Principles for Child Safe Organisations and other action for the safety of Children</i>	31 March 2024
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 2024
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	30 July 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as set out in Item E.4	15 August 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

Data Exchange Reports

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, as outlined in Item E.

For this Activity, you are required to participate in the Partnership Approach.

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

Option 1

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.

Or

Option 2

Non-Audited Financial Acquittal Report

You are required to provide a non-audited financial acquittal report for each financial year funded under this Grant Agreement covering the Activity/ies in this Schedule.

A non-audited financial acquittal report is an income and expenditure statement from the grant recipient stating that grant funding was spent to perform the Activity(ies) as set out in the grant agreement. If relevant, the grant recipient must include in the statement the details of any unspent funds.

Non-audited financial acquittals must be certified by the Board, Chief Executive Officer or an authorised officer of the Organisation.

Or

Option 3

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 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.

Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term G8A.1 (b) 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 G8A.1 (a) and (b) of this Agreement.

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template negotiated with / provided by DSS. The Final Report must:

- identify if and how outcomes have been achieved
- include the agreed evidence as specified in the Grant Agreement; and
- identify the total eligible expenditure incurred

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 2 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.