



Australian Government

**Commonwealth
Standard 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 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 [Program Agency Organisation Legal name]

[Program Agency Organisation physical address]

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 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:

Support community organisations, Indigenous communities and industry to engage in management to protect and conserve Australian Marine Park values.

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 Australian Marine Parks Round 3 program.

Our Marine Parks Grants – Round 3 – Activity ID]

B. Activity

The Our Marine Parks Grants Round 3 will support and empower Australia's ocean communities and industries, building their capacity to take an active role in the management of Australian Marine Parks and protect our unique marine environment.

This Activity will support the Australian Marine Parks objectives:

- the protection and conservation of biodiversity and other natural, cultural and heritage values of marine parks in the Australian Marine Park Network; and
- ecologically sustainable use and enjoyment of the natural resources within marine parks in the Australian Marine Park Network, where this is consistent with objective (a);

In undertaking this Activity your project will align to your Project Plan submitted as part of your Application and will be negotiated as part of your Activity Work Plan. The detailed deliverables and activities you will undertake to fulfil this Activity are 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.

In undertaking this Activity, you must engage with the Department of Agriculture, Water and the Environment when requested, regarding site visits and monitoring of your Project.

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 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 June 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)
2021-2022	[Overall Activity Value for Year 1]
2022-2023	[Overall Activity Value for Year 2]

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 June 2022			
Half yearly payment of 2022-23 funds on submission and acceptance of the Activity Work Plan Report due on 17 November 2022.	1 December 2022			
Half yearly payment of 2022-23 funds on submission and acceptance of the Activity Work Plan Report due on 18 May 2023.	1 June 2023			
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 July 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	17 November 2022
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	18 May 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	17 November 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	28 July 2024
Financial Acquittal Report	Audited Financial Acquittal Report covering the entire Activity period as per Item E.3	31 October 2024

E.1 Performance Reports

None Specified

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

Financial Declaration

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.

Audited Financial Acquittal Report

Following the completion of the Activity, you are required to provide an Independently Audited Financial Acquittal Report covering the entire Activity 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.

Final Report

For the purposes of this Agreement, Final Report means a document to be completed by you, on a template and to an agreed standard negotiated with / provided by the Department of Agriculture, Water and the Environment.

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	DAWE.Manage@communitygrants.gov.au

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 – 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 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.