



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	[Program Schedule Organisation Legal Name]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[Program Schedule Organisation Party Type]
Trading or business name	[Program Schedule Organisation Trading Name]
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	[Program Schedule Organisation ABN]
Registered for Goods and Services Tax (GST)	[Program Schedule Organisation GST Registered]
Date from which GST registration was effective	
Registered office (physical/postal)	[Program Schedule Organisation Physical Address]
Relevant business place (if different)	
Telephone	[Program Schedule Organisation Phone Number]
Fax	[Program Schedule Organisation Fax Number]
Email	[Program Schedule Organisation General 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 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:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Program Schedule ID:	[Program Schedule ID]

A. Purpose of the Grant

The purpose of the Grant is to:

[Program Schedule Item Text: Item A Program Description]

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] program.

SAMPLE

[Activity Title – Activity ID]

B. Activity

[Activity Item Text: Item B - Deliverables]

Performance Indicators

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

Performance Indicator Description	Measure
[Activity PI Summary]	[Activity PI Target]

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	[Activity Location Type]	[Organisation/Venue Name]	[Organisation/Venue Address]

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	[Service Area Type]	[Service Area Value]

C. Duration of the Grant

The Activity starts on [Activity Start Date] and ends on [Activity End Date], which is the **Activity Completion Date**.

The Agreement ends on [Program schedule completion 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 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)
[Activity Financial Year 1]	[Overall Activity Value for Year 1]
[Activity Financial Year 2]	[Overall Activity Value for Year 2]

[Activity Item Text Section – SACS Print Text “This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).”]

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	[AS Bank Account BSB Number]
Financial Institution	[AS Bank Account Financial Institution]
Account Number	[AS Bank Account]
Account Name	[AS Bank 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)
[Activity Milestone Line Item Remittance Description]	[Milestone Expected Due Date]	[\$[Milestone Line Item GST exclusive amount]]	[\$[Calculated field based on Activity Tax Code]]	[\$[Calculated]]
[Activity Milestone Line Item Remittance Description]	[Milestone Expected Due Date]	[\$[Milestone Line Item GST exclusive amount]]	[\$[Calculated field based on Activity Tax Code]]	[\$[Calculated]]
Total Amount		[\$[Calculation]]	[\$[Calculation]]	[\$[Calculation]]

Invoicing

[Activity Item Text: Invoicing]

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
[Milestone Type]	[Activity Milestone Long Description]	[Milestone Expected Due Date]

E.1 Performance Reports

[Activity Item Text: Item E1 – Performance Reports]

E.2 Activity Work Plan

[Activity Item Text: Item E2 – Activity Work Plan Report]

E.3 Financial Acquittal Reports

[Activity Item Text: Item E3 – Financial Acquittal Report]

E.4 Other Reports

[Activity Item Text: Item E4 – Other Reports]

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[Activity Primary Contact Title] [Activity Primary Contact First Name] [Activity Primary Contact Last Name]
Position	[Activity Primary Contact Position Title]
Business hours telephone	[Activity Contact Phone Telephone Number]
E-mail	[Activity Primary Contact Email]

Commonwealth representative and email address

Business hours telephone	[Activity Managing Office LOV Description]
E-mail	[Activity Managing Office LOV Low Value]

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:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Program Schedule 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.