

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:

Restore degraded blue carbon ecosystems and provide information on the benefits to climate, biodiversity and livelihoods resulting from restoration activities.

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 Blue Carbon Ecosystem Restoration Grant program.

[Activity Title] - Activity ID]

B. Activity

The objectives of the Activity are to:

- restore degraded and/or re–establish previously lost blue carbon ecosystems by implementing various on–ground ecosystem restoration activities
- provide information on the benefits to climate, biodiversity and livelihoods resulting from restoration activities within various ecosystem types and socio—economic settings.

The Grantee acknowledges that the Commonwealth will contract a service provider to develop environmental—economic accounts (EEA) for the Activity, separately to this Grant. The Commonwealth will be responsible for managing the EEA service provider and a separate agreement will be established between the Commonwealth and the EEA service provider.

The Grantee agrees to provide the EEA service provider access to the project site to collect data; share monitoring and assessment data collected as part of the Activity; and participate in workshops or meetings with the EEA service provider, as needed, to discuss EEA project design and implementation issues.

Activity Details

[Insert brief summary of the approved grant activity, including the location of the project, type of blue carbon ecosystem(s), and the type and scale of restoration activities.]

Activity Work Plan

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

The intended outcomes of the Activity are:

- improve the health of blue carbon ecosystems, thereby enhancing biodiversity, climate and livelihood benefits
- improve understanding of the flow of ecosystem services and benefits of blue carbon ecosystem restoration and assist in building knowledge and expertise in restoration activities and EEA
- generate restoration case studies to demonstrate the importance of coastal wetland conservation and restoration
- contribute to a wider 'Community of Practice' for blue carbon wetland ecosystem restoration and project level environmental–economic accounting.

Use of the Grant

The Grantee agrees to use the Grant in accordance with the budget set out in the Activity Work Plan.

The Grant must not be used for the following activities (whether or not these activities form part of the Activity):

- mangrove afforestation of eroded shorelines or parts of the intertidal zones where coastal wetlands
 previously didn't exist because of coastal processes. This includes planting mangrove propagules in
 lower intertidal mudflats which are too low in the tidal frame for mangroves to grow and which may
 displace other valuable habitats (for example, intertidal mudflats)
- costs of purchasing, leasing, depreciation of, or development of land
- cost of fencing that is for the primary purpose of stock management or standard boundary fencing where it is a landholder's normal responsibility
- planting of species that are known to be, or have the potential to become, an agricultural or environmental weed (which may include some native Australian species when planted out of region – please refer to relevant State or Territory Government for further information about weeds in the relevant area)
- revegetation activities using species which are not native to the area
- activities that will have a negative impact on ecosystems outside the project boundaries
- costs for activities that are unlawful or the legislative and/or regulatory responsibility of others, such as managing or controlling certain weeds or compliance activities
- cost for activities where the primary purpose is to beautify or improve amenity (for example, picnic tables and shelters)
- catering expenses, except for provision of light refreshments/drinks that support safe community participation at community events (for example, to maintain hydration)
- the covering of retrospective costs incurred prior to the start date for the grant activity
- costs incurred in the preparation of a grant application or related documentation
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent
- lobbying activities and media campaigns that could be considered political in nature (whole or part)
- overseas travel, or domestic business class travel
- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility
- any other costs that are not directly related to delivering eligible grant activities.

Where a report must be accepted by the Commonwealth to achieve a milestone:

- the report must be provided to the Commonwealth for review, and updated to address any feedback of the Commonwealth on the report
- the report must otherwise be completed to the Commonwealth's reasonable satisfaction
- the Commonwealth must be satisfied that the report satisfactorily evidences that the Activity has been carried out in accordance with the Activity Work Plan.

[The Commonwealth may require additional commitments to be included in the Grant Agreement to ensure Activity outcomes beyond the life of the Grant are secured. These commitments will depend on the Grantee's response to assessment criterion 3 in the Grant Opportunity Guidelines.]

Performance Indicators

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

Performance Indicator Description	Measure
An Activity Work Plan is completed by the due date, outlining the specific activities and requirements of the Grant	The Commonwealth and the Grantee agree that the Activity Work Plan which documents the Activities of the Grant and other requirements of the Activity, in the template provided by the Commonwealth and to the satisfaction of the Commonwealth.
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan	The Commonwealth and the Grantee agree, based on Activity Work Plan Reports, that the Activity has been completed as specified in the Activity Works Plan 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.	[Activity Location Type]	[Organisation/Venue Name]	[Organisation/Venue Address]

Service Area Information

The Activity will service the following service area/s:

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

C. Duration of the Grant

The Activity starts on 2 June 2022 and ends on 31 March 2025, which is the Activity Completion Date.

The Agreement ends on 30 May 2025, 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]
2023–2024	[Overall Activity Value for Year 3]
2024–2025	Overall Activity Value for Year 4]

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)
Full payment of 2021–22 funds	2 June 2022	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]
Half yearly payment of 2022–23 funds on submission and acceptance of Activity Work Plan due 14 July 2022	28 July 2022	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]
Half yearly payment of 2022–23 funds on submission and acceptance of Activity Work Plan Report due 14 November 2022	1 December 2022	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]
Half yearly payment of 2023–24 funds on submission and acceptance of Activity Work Plan Report due 14 June 2023	11 July 2023	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]
Half yearly payment of 2023–24 funds on submission and acceptance of Financial Acquittal Report due 31 October	1 December 2023	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
2023 and Activity Work Plan Report due 14 November 2023				
Half yearly payment of 2024–25 funds on submission and acceptance of Activity Work Plan Report due 14 June 2024	9 July 2024	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]
Half yearly payment of 2024–25 funds on submission and acceptance of Financial Acquittal Report due 31 October 2024 and Activity Work Plan Report due 14 November 2024	2 December 2024	\$[Milestone Line Item GST exclusive amount]	\$[Calculated field based on Activity Tax Code]	\$[Calculated]]
Total Amount		\$[Calculation]	\$[Calculation]	\$[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	14 July 2022
Activity Work Plan	A report with progress against Activity Work	14 November 2022
Report	Plan, compliance or other reporting as per Item E.4	
Activity Work Plan	A report with progress against Activity Work	14 June 2023
Report	Plan, compliance or other reporting as per Item E.4	
Financial Acquittal	Financial Acquittal from 2 June 2022 to	31 October 2023
Report	30 June 2023 as per Item E.3	
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	14 November 2023
Activity Work Plan	A report with progress against Activity Work	14 June 2024
Report	Plan, compliance or other reporting as per Item E.4	

Milestone	Information to be included	Due Date
Financial Acquittal	Financial Acquittal from 1 July 2023 to	31 October 2024
Report	30 June 2024 as per Item E.3	
Activity Work Plan	A report with progress against Activity Work	14 November 2024
Report	Plan, compliance or other reporting as per	
	Item E.4	
Final Report	A report of outcomes for the funded Activity	30 April 2025
	based on monitoring and data collection	
	methods agreed between the Parties (or	
	failing agreement, as directed by the	
	Commonwealth) as per Item E.4	
Financial Acquittal	Financial Acquittal from 1 July 2024 to	30 April 2025
Report	31 March 2025 as per Item E.3	

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

The Activity Work Plan will be negotiated between the Grantee and the Commonwealth and agreed by both Parties. Using the Commonwealth's 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. The Parties may agree to update the Activity Work Plan from time to time during the life of the Agreement.

E.3 Financial Acquittal Reports

Non-Audited Financial Acquittal Report

The Grantee is 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 Grantee.

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 the Grantee, on a template or system provided by the Commonwealth. 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 the Grantee, on a template provided by the Commonwealth.

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 Organ Organisation ABN – hide if NULL] in accordance with 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)
	1 1

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 (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 <u>(the witness</u> 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.