



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	[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	Print blank
Australian Company Number (ACN) or other entity identifiers	Print blank
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	Print blank
Registered office (physical/postal)	[Program Schedule Organisation Physical Address]
Relevant business place (if different)	Print blank
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 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:	[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:

To provide assistance, support and services for people with disability and carers.

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 Disability and Carer Support program.

SAMPLE

Australia's Disability Strategy - National Disability Conference Initiative – [Activity ID]

B. Activity

You must comply with:

- DSS 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 DSS website 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.

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 of Australia website.

The National Disability Conference Initiative (NDCI) provides a foundation for integrated, community led program delivery that understands and meets local needs and promotes innovation and collaboration. Under the NDCI eligible conference organisers are supported to provide accessibility measures that will maximise the inclusion and participation of people in nationally-focused disability-related conferences held in Australia. This in turn supports the achievements of *Australia's Disability Strategy 2021 - 2031*.

In undertaking this Activity the Grantee must:

- help people with disability participate in nationally-focused, disability-related, conferences held in Australia where:
 - the majority of the conference schedule focuses on national (rather than state, local or regional) issues; and
 - is open to participants from across Australia (rather than being restricted to participants in a particular state or territory).
- assist people with disability with the costs of attending conferences (for example, with conference fees, accommodation, travel for domestic participants); and/or assist family members or carers providing support to a person with disability attending a conference (for example, with conference fees, accommodation, travel for domestic participants); and/or facilitate access so that people with disability can participate in conferences (for example, by funding:
 - accessible materials;
 - assistive computer devices or software;
 - technology enhancements so people with disability can participate remotely;
 - Auslan interpreters;
 - aids or appliances; or
 - other costs of ensuring venue accessibility).

Disability-related conferences are considered to be conferences for which at least half of the schedule focuses on people with disability and issues that affect the lifetime wellbeing and social participation of people with disability.

A 'nationally-focused' conference is considered to be a conference:

- (1) for which the majority of the conference schedule focuses on national (rather than state, local or regional) issues; and
- (2) which is open to participants from across Australia (rather than being restricted to participants in a particular state or territory).

You must provide us with a signed one page statement which includes:

- A brief summary of the conference (eg. conference purpose, where and when it was held, number of people with disability and carers that attended, total attendance, key conference outcomes);
- How the funding was used and the outcomes it helped you achieve; and
- Verification that the funding provided was spent in accordance with this Grant Agreement.

For conferences held prior to the execution of this Agreement, you must provide this statement within four weeks of the execution of this Agreement.

For conferences held during or following the execution of this Agreement, you must provide this statement within four weeks of the conclusion of the conference.

Performance Indicators

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

N/A	N/A
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Location Information

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

	Location Type	Name	Address
1.	Direct Funded	[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 1 July 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)
2022-2023	[Overall Activity Value for Year 1]

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 2022-23 funds	1 July 2022	[\$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
Statement of Compliance Report	Statement of Compliance Report as per Item E.4 relating to Child Safety.	31 March 2023
Final Report	For the period of 1 July 2022 to 30 June 2023 provide a signed, one page statement with a brief summary as outlined in the Activity Details at Item B for the conferences held or to be held.	31 August 2023

Milestone	Information to be included	Due Date
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 August 2023

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

None Specified

E.3 Financial Acquittal Reports

We may ask you to send us a 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.

E.4 Other Reports

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 in accordance with Item E.

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 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 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.