

Commonwealth Simple Grant Agreement

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

G. Supplementary Terms

G1. Other Contributions

Not Applicable

G2. Activity budget

Not Applicable

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- (c) any other requirements indicated in the Grant Schedule.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit and acquittal

G4.1 Subject to clause G4.2, within the timeframe specified by the Commonwealth as per Item E of this Agreement [and at least every 12 months during the term of the Activity] (if no timeframe is specified, one month after the Activity Completion Date), the Grantee agrees to provide a financial statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

G4.2 Notwithstanding clause G4.1, if the Commonwealth provides a written direction to the Grantee that this clause G4.2 is to apply, then within the timeframe specified by the Commonwealth as per item E (if no timeframe is specified, one month after the Activity Completion Date), the Grantee agrees to provide the Commonwealth with either:

- (a) an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement; or
 - (b) a non-audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement,
- as specified in the written direction.

G5. Activity Material

Not Applicable

G6. Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and Assets

Not Applicable

G8. Relevant qualifications, skills or checks

Not Applicable

G8A. Child Safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and
- (b) provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth.
- (c) to ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses G8A.1(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

G9. Activity specific legislation, policies and industry standards

Not Applicable

G9A. Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.5 This clause survives the termination or expiry of the Agreement.

G10. Commonwealth Material, facilities and assistance

Not Applicable

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12. Grantee trustee of a Trust

Not Applicable

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